

8/19/09

# Please Print

Agenda Item #	Name
#2 B	* Frank Kiering <del>SEVERANCE</del>
#1 - <del>23</del> Committee Report Budget Committee ZEO ZEO	* Berry Nichols ZEO * Steve Corbett * Andy Ballenger * Sharon Hamilton * GARY OWENS

May 19, 2009

The Oconee Men's Outreach continue to pray for you, the members of our Oconee County Council! As you wrestle with the financial issues facing Oconee County during these complex economic times.

Starting in May we are asking God to work within you an appreciation of the importance God places on your fiscal responsibility, by applying His Word in 2 Corinthians 9:8. We have personalized this Bible passage as follows: "And God is able to make all grace abound toward you, that... Chairman Reg Dexter, Wayne McCall, Mario Suarez, Joel Thrift and member to be selected... always having all sufficiency in all things, may abound in every good work." It is in the name of Jesus, that we are asking God to apply this Scripture in giving you overwhelming blessings in making fiscal decisions as Council members.

As a reminder of our prayers for you the Council, we wish to provide each of you and the members of your staff present here with two cards inscribed as follows:

**Father, please apply Your Word  
in my life today, including -  
2 Corinthians 9:8: And God is able  
to make all grace abound toward  
you, that ye, always having all  
sufficiency in all things, may  
abound in every good work.**

Our request is that the business card be carried in your wallets as a periodic reminder of our prayers, and the 3 X 5 card be placed on your desk during your meetings, where you can reference God's Word as you consider the business of Oconee County.

Thanks for your commitment to Oconee County and blessings on your day!

For the Praying Men,  
Frank Kieninger  
1012 Fleming Lane  
Seneca, SC 29672  
864-888-4480

Greetings and introductions -

image 1 In the year 2000, County Council voted 5-0 to incorporate a monument to our Native American heritage into the design for the new courthouse grounds...

In August 2007, Chief John Hittou asked the Arts and Historical Commission for assistance with the monument project.

image 2 The original proposal was to place the monument in the middle of the parking lot.

image 3 Our revised proposal is to locate the Spirit of Okeechobee monument in the grassy area along the Short Street sidewalk...

County Council approved the designed 5-0 and authorized the Charlotte Bear Club to raise funds with the understanding that courthouse connections will have to be made first...

image 4 We have raised funds and purchased materials for the monument and have over-whomize county-wide support, but there is one minor problem...

image 5 My granddaughter, Charlotte would like to see the monument completed before she goes off to college.

# VOICE OF SOUTH OCONEE (VOSO)

## INTRODUCTION

My name is Dick Hughes. I am here tonight representing a dedicated group of Oconee County residents who have formed a steering committee to establish a new organization. We are called the Voice Of South Oconee or VOSO and our mission is to take an active role in representing those who reside or own property in the southern part of Oconee as well as those who have an interest in this area. We encompass a diverse group ranging from lake residents, subdivisions, and rural residents to those with agricultural and industrial interests, each of which deserve to have their voices heard. We feel that for too long, the needs, desires and best interests of this group have been underrepresented.

## MISSION STATEMENT

**Provide a collective voice for the citizens of South Oconee County.**

## GOALS

To achieve our mission, we have set several Goals:

### **1. Provide input to Government decision making process**

We plan to attend and/or participate in Council, commission and school board meetings. We will from time to time speak out on those issues that affect our area as well as other issues that affect the county as a whole. We will interface with government representatives on these issues of interest. At this time we would like to express our support of the efforts for the Heritage Fair to be held at the Commerce Park this fall.

### **2. Ensure South Oconee County receives an equitable share of county resources.**

We plan to make sure that our area receives fair consideration in the following areas:

- EMS/ Fire/ Rescue
- Infrastructure
- Recreation/ entertainment
- Building – Business, commercial, residential
- Schools
- Libraries
- Community Centers

### **3. Promote positive changes in the community**

Examples of some of the areas that we plan to be involved with are:

- Clean up and beautification projects
- Preservation of green space
- Future land use – plan and solicit
- Transportation issues to area and connection to other communities

### **4. Provide communication to the residents of South Oconee County on issues that affect them.**

In order to provide our members with the latest information, and to secure their timely input on issues, we will use a number of methods of communication such as:

- Email
- Petitions
- Website
- Newsletters
- Newspapers
- Radio
- TV
- Town Meetings
- Community Events

### **CONCLUSION**

I would like to thank you for this opportunity to introduce ourselves. We look forward to working with this Council to accomplish the goals identified in VOSO's mission.

## COMMENTS ON PROPOSED CHANGES TO ORDINANCE 2007-18

### THIRD READING 5-19-2009

#### **Sec 38-2.7 Complaints**

It is stated in this section that "Complainants must reside in the same planning district in which the potential violation lies." I feel that owners of property within the same planning district in which the potential violation lies should also be able to file valid complaints.

#### **Sec 38-8.5 (1) – Planning District Initiated by Citizens**

If a property owner has more than one parcel in a specific Planning District when rezoning is initiated, does the owner have one vote for each parcel? If so, it should be stated here:

#### **Sec 38-8.5 (2) – Small Area Rezoning**

If a property owner has more than one parcel in a specific Subdivision when rezoning is initiated, does the owner have only one vote? If so, it should be stated here. It should also be stated that Subdivisions separated by a road or railroad right of way are considered contiguous.

Richard "Dick" Hughes

864-972-7856

[dickhughes@bellsouth.net](mailto:dickhughes@bellsouth.net)

# VOSO - "Voice of South Oconee"



My name is Dick Hughes. I am here tonight representing a dedicated group of Oconee County residents who have formed a steering committee to establish a new organization. We are called the Voice Of South Oconee or "VOSO" and our mission is to take an active role in representing those who reside or own property in the southern part of Oconee as well as those who have an interest in this area. We encompass a diverse group ranging from lake residents, subdivisions, and rural residents to those with agricultural and industrial interests, each of which deserve to have their voices heard. We feel that for too long, the needs, desires and best interests of this group have been underrepresented.

# VOSO

## Mission Statement:

*Provide a collective voice for the citizens of South Oconee County.*

To achieve our mission, we have set several goals:

## GOALS of VOSO #1

### Provide input to Government decision making process

We plan to attend and/or participate in Council, commission and school board meetings. We will, from time to time, speak out on those issues that affect our area as well as other issues that affect the county as a whole. We will interface with government representatives on these issues of interest. At this time, we would like to express our support of the efforts for the Heritage Fair to be held at the Commerce Park this fall.



School District of Oconee County





## VOSO Goal #2

Ensure South Gooch County receives an equitable share of county resources.

We plan to make sure that our area receives fair consideration in the following areas:

EMS/ Fire/ Rescue

Infrastructure



## Recreation/ entertainment



Recreational Facilities



Entertainment Facilities



Cultural Events



Entertainment Events



Health-related events & facilities



Youth Facilities

Building -  
Business, commercial, residential  
Schools  
Libraries  
Community Centers



### VOSO Goal #3

Promote positive changes in the community

Examples of some of the areas that we plan to be involved with are:

- Clean up and beautification projects
- Preservation of green space



- Future land use – plan and solicit
- Transportation issues to area and connection to other communities



## VOSO Goal #4

Provide communication to the residents of South Oconee County on issues that affect them.

In order to provide our members with the latest information and to secure their timely input on issues, we will use a number of methods of communication such as:



Email  
 Petitions  
 Website  
 Newsletters  
 Newspapers  
 Radio  
 TV  
 Town Meetings  
 Community Events



## Conclusion:

I would like to thank you for this opportunity to introduce ourselves. We look forward to working with this Council to accomplish the goals identified in VOSO's mission.



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2009-03**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE PROCEDURES AND STANDARDS FOR ZONING AND REZONING PROPERTY, AS TO THE METHODS AND STANDARDS REQUIRED FOR ENACTING OR IMPOSING OVERLAY DISTRICTS, AND AS TO THE METHOD FOR FUNDING ZONING ADMINISTRATION IN OCONEE COUNTY; TO REFER THE AMENDMENTS AND MATTERS PROPOSED BY THIS ORDINANCE TO THE OCONEE COUNTY PLANNING COMMISSION IN ACCORDANCE WITH SOUTH CAROLINA LAW FOR REVIEW, COMMENT, AND RECOMMENDATION; TO REVIEW AND CONSIDER THE RECOMMENDATIONS OF THE OCONEE COUNTY PLANNING COMMISSION; TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of the new Zoning Enabling Ordinance, certain issues, inconsistencies, and needs for amendment of the Zoning Enabling Ordinance have become known to Oconee County Council; and,

**WHEREAS**, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, comment, and recommendation. The Oconee County Planning Commission has, in fact, reviewed all such matters and offered its comments and recommendations as to such matters, and to certain others considered by the planning commission, to the Oconee County Council. The Oconee County Council has considered the comments and recommendations of the Oconee County Planning Commission, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission and the public, and to

otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE,** it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

- I. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

- A. Section 38-2.7 of the Code is hereby amended to read as follows:

**Sec. 38-2.7. Complaints.**

All complaints of violations shall be submitted in writing on a form provided by the zoning official. The complaint shall include a detailed description of the alleged violation, as well as the complainant's name, address and signature. Complainants must reside within the same planning district in which the potential violation lies. All complaints shall be acted on within ten (10) days of submission. Anonymous reports of alleged violations will not be considered valid.

- B. Sec. 38-4.0 of the Code is hereby amended to read as follows:

**Sec. 38-4.0. Use**

Any usage of a parcel or structure lawful at the time these regulations become effective shall be allowed to continue as a non-conforming usage, subject to the restrictions listed herein. For purposes of this Article usage shall be construed to include, without limitation and in addition to the usual meaning of the word, usage expressly and explicitly approved, indicated and stated in a deed restriction, restrictive covenant, or other form of land use restriction imposed or obtained in a private, arms length, contractual transaction which is reduced to a matter of public record, and actually recorded as a public record, at the time of enactment of Ordinance 2007-18.

- C. Sec. 38-8.5(1) b. (7, 8, 9, 10) are hereby amended to read as follows:

**Sec. 38-8.5(1)**

7. *Planning Commission review of proposed Zoning Map.* When completed, the Committee shall present their draft map to the planning commission for review. The planning commission shall review the changes to ensure that they are compatible with the comprehensive plan. During this time, the planning department shall mail a survey to all district property owners soliciting their opinion of the proposed changes, with a deadline to respond of thirty (30) days. At the end of the survey period, the commission shall forward a recommendation regarding the proposed changes to county council. A positive recommendation of the commission shall require both a finding of compliance with the comprehensive plan, and a minimum of 51% of the returned responses to the survey favoring the proposed changes.

8. *Consideration of Recommendation.* County council shall consider the proposed zoning map amendments and may take second reading on the ordinance at this time.
9. *Comment Period.* A comment period of no less than thirty (30) days shall be held at this time.
10. *Council Action.* Upon the completion of the comment period, county council may hold a public hearing on the proposed amendments. Once the public hearing has been completed, County Council may take third and final hearing of an ordinance to amend the planning districts portions of the official zoning map.

D. Sec. 38-8.5 (2) of the Code is hereby amended to read as follows:

- (2) *Method 2 - Small Area Rezoning.* Any property owner, or group of property owners, may petition for initial rezoning, provided the parcels proposed for rezoning are contiguous and comprise no less than two hundred (200) acres in area, or shall constitute a platted subdivision with a total area of fifty (50) acres, or a minimum of forty (40) lots, recorded in the office of the Oconee County Register of Deeds. For the purposes of this regulation, in addition to standard definitions, parcels separated by a perennial stream or body of water shall be considered contiguous. This method of rezoning shall be initiated by a signed petition containing the signatures of a minimum of 51% of the affected property owners. Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in Section 8.1 (above), and public notice requirements contained in Section 8.2 (above), as well as other applicable standards established by the South Carolina Code of Laws.

E. Sec. 38-8.5 (3) of the Code is hereby amended to read as follows:

- (3) *Method 3 - County Initiated.* The governing body may at any time after adoption of these standards rezone any parcel or parcels owned or maintained by Oconee County. Additionally, County Council may at any time rezone any parcel or group of parcels to bring them into compliance with the goals established in the Oconee County Comprehensive Plan. Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in Section 8.1 (above), and public notice requirements contained in Section 8.2 (above), as well as other applicable standards established by the South Carolina Code of Laws.

F. Sec. 38-9.5 of the Code is hereby amended to read as follows:

Sec. 38-9.5. *Other requirements.* In addition to zoning district regulations see the following sections for other requirements:

- (1) See Article 5 for "Conditional Lease"
- (2) See Article 7 for "Special Exceptions"

- (3) See Appendix A for specifications on "Landscaping", "Buffering", "Parking", "Lighting", and "Signage". Standards contained on Appendix A shall apply only to those zoning districts or overlay districts specifically identified in Section 10, "Zoning Districts", and Section 11, "Overlay Districts", as being subject to Appendix A, each of which may be subject to all or part of the entire appendix, but only as specified. In no instance shall standards contained in Appendix A apply to any zoning district or overlay district unless so specified in such sections.
- (4) Notwithstanding any other provision herein to the contrary, proposed utility facilities and structures needed by regional and local utility providers for production, transmission, and distribution, as well as any facility or structure necessary to comply with any federal or state license requirements related to such production, transmission, and distribution, shall be permitted in any district, provided the Planning Commission approves a plan, in each such instance, to mitigate potential negative impacts on neighboring uses.

G. Sec. 38.11.1(e)(1) is hereby amended, as follows:

The first sentence of Sec. 38.11.1(e)(1) is hereby amended to read as follows:

- (1) *Keowee/Jocassee Overlay (Lakes Keowee and Jocassee)*. The following standards shall apply within seven hundred and fifty feet (750') of the full-pond contour of Lakes Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour:

II. Sec. 38.11.1(e)(1)(c) is hereby amended to read as follows:

- c. A natural vegetative buffer shall be established on all lakefront parcels within the boundaries of the Lake Keowee/Jocassee Overlay
- A. At the time of sale or transfer of any such parcel. The owners of parcels subject to this requirement shall be notified in writing of the required vegetative buffer by the Planning Director or his/her designee upon receipt of notice by the Planning Department of said sale or transfer. The required buffer shall be recorded on a plat in the office of the Oconee County Register of Deeds as a dedication to follow the parcel in perpetuity; and
- B. At the time of the first inspection by Building Codes personnel of any new permitted structure, or dimensional expansion of existing structure, located on such parcel. A plat containing the boundaries of the required buffer shall be recorded in the office of the Oconee County Register of Deeds and be submitted to Oconee County as part of the documents required for any County-issued permit.

Any structures or any other objects that are impediments to the establishment of the required buffer shall be moved unless the total square footage they contain is added to the buffer at another location, resulting in a buffer area equal to the required buffer area.



A map indicating those parcels to which the standards of this section apply, as well as the status of the establishment of the required buffer, shall be created and maintained as a layer in the county's Geographic Information System (GIS), and shall be available to the public.

The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-point contour, and shall meet all standards established for natural buffers contained in the Subdivision Regulations Chapter of the Unified Performance Standards, as amended.

In the event that a property owner is unable to establish the said buffer, they may request a variance, to be considered at a hearing before the Board of Zoning Appeals, stating the reasons why a buffer cannot be established. The Board of Zoning Appeals may, in its sole discretion, grant or not grant such variance, for good cause shown.

- I. Sec. 38-11.2 of the Code is hereby amended to read as follows:

*Sec. 38-11.2 I-85 Overlay District.*

(a) **Title:** I-85 Overlay District

(b) **Definition:** The I-85 Overlay District is not intended to be a separate zoning district, but shall be assigned to those areas County Council has determined to be essential to the future economic prosperity and general well being of all Oconee citizens.

(c) **Intent:** The Overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time, while limiting any negative effects that may impact the existing lifestyle of the area's citizens.

(d) **Boundary:** The boundaries of the I-85 Overlay District shall be shown on the Official Oconee County Zoning Map:

(i) The I-85 Overlay District shall be divided into the following sub-districts:

- a. Carolina Gateway (Interstate 85)
- b. Fair Play Village
- c. Cleveland Creek

(e) **Standards:**

(1) No new residential subdivision development consisting of more than ten (10) residential housing units proposed for any sub-district of the I-85 Overlay District shall have a gross density greater than one (1) dwelling unit per five (5) acres.

(2) The regulations contained within Appendix A of this Ordinance shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85) overlay, excluding agriculture uses.

(3) All new residential and non-residential buildings, accessory buildings, and other permanent structures proposed to be located within the boundaries of the Fair Play Village Sub-district shall be subject to the following standards:

- a. Maximum Density: Two (2) Dwelling Units per acre
- b. Minimum Lot Width on Road Frontage: One Hundred (100) feet
- c. Minimum Yard Setbacks:
  - Front – Twenty Five (25) Feet
  - Side – Five (5) Feet
  - Rear – Ten (10) Feet

Recommended Boundaries of I-85 Overlay  
Proposed as Amendment to Official Zoning Map  
(Map attached to original ordinance)

J. Sec. 38-12.2, Appendix A (a)(4) of the Code is hereby amended to read as follows:

4. Exterior building materials visible from the traffic lanes shall not consist of unadorned concrete masonry units (concrete blocks), corrugated metal, and/or sheet metal. Pre-cast concrete panels and pre-engineered metal wall units, and "split-faced" and other rusticated masonry walls are permitted.

K. Sec. 38-12.3, Appendix A (a)(8) of the Code is hereby amended to read as follows:

8. Roof-mounted mechanical equipment shall be enclosed or screened to ensure such features are not visible to the extent possible. Enclosures and Screens shall be compatible with the architectural style of the building.

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

\_\_\_\_\_  
Dale Surrett  
Oconee County Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas L. Martin  
Oconee County Attorney

First Reading: February 3, 2009  
Second Reading: April 14, 2009  
Public Hearing: April 21, 2009  
Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2009-010**

**AN ORDINANCE TO AMEND SECTION 32-4 OF THE OCONEE COUNTY CODE OF ORDINANCES PERTAINING TO THE OCONEE COUNTY PLANNING COMMISSION, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO MEMBERSHIP REQUIREMENTS AND STANDARDS, TERMS OF MEMBERS, PROCEDURES FOR REMOVAL OF MEMBERS, AND SALARIES AND FUNDING STANDARDS; AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF SUCH SECTION 32-4 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to the requirements established in Title 6, Chapter 29 (the "Act") of the South Carolina Code of Laws, 1976, as amended (the "Code"), the Oconee County Council (the "County Council") adopted an Ordinance creating the Oconee County Planning Commission (Ordinance 95-2) on April 4, 1995 (the "Ordinance") and later proposed to amend the Ordinance by Oconee County Ordinance 1999-14 (the "Amending Ordinance"), all of which is currently codified at Section 32-4 (the "Section") of the Oconee County Code of Ordinances (the "Oconee County Code"); and,

**WHEREAS**, the adoption of the Section not only created the Oconee County Planning Commission, but defined the duties and authorities identified in state law as appropriate and necessary for a local planning commission to act in an advisory capacity for the governing body, as well as carrying out certain land use and planning-related functions; and,

**WHEREAS**, subsequent to adoption of Ordinance 95-2, Oconee County changed from a Council-Supervisor form of government to a Council-Administrator form of government, resulting in certain inconsistencies and ambiguities in some sections of the adopted Ordinance, and even the Section, necessitating review and amendment to clarify and ensure that responsible individuals, entities, duties, powers, and offices are properly identified; and,

**WHEREAS**, reappointments of the membership of the Oconee County Planning Commission (the "Planning Commission") have, at times in the past, been accomplished so as to alter the system of staggered terms originally established, thereby resulting in a majority of the commissioners' terms ending at the same time, which may unintentionally result in lessening the Planning Commission's collective experience and institutional knowledge; and,

**WHEREAS**, County Council approved an increase in Planning Commission members' compensation under a separate document on June 30, 2003; and,

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to restate and reaffirm the Section, so as to clear up all ambiguities, reestablish fully staggered terms, provide for removal and replacement of members, provide for salaries and funding of the Planning Commission, and address other matters related thereto and to the Act.

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that

1. Section 32-4 of the Geosce County Code of Ordinances is hereby amended to read, in its entirety, as follows:

**Sec. 32-4. County planning commission.**

- (a) **Authority to establish.** The county planning commission (referred to as the "planning commission") is established pursuant to S.C. Code 1976, § 6-29-310 *et seq.*
- (b) **Functions, powers and duties.** It is the function and duty of the county planning commission to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the county. The plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of the county. Specific planning elements must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation. The county planning commission may make, publish, and distribute maps, plans, and reports and recommendations relating to the plans and programs and the development of the county to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission has the powers as may be necessary to enable it to perform its functions and promote the planning of the county.

In the discharge of its responsibilities, the county planning commission has the power and duty to:

- (1) Prepare and revise periodically plans and programs for the development and redevelopment of the county as provided in S.C. Code 1976, § 6-29-310 *et seq.*; and
- (2) Prepare and recommend for adoption to the county council as a means for implementing the plans and programs:
  - a. Performance (performance zoning) standards and zoning ordinances to include zoning district maps and appropriate revisions thereof;
  - b. Regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that may be adopted;
  - c. An official map and appropriate revisions on it showing the exact location of existing or proposed public street, highway, and utility rights-of-way, and public building sites, together with regulations to control the erection

of buildings or other structures or changes in land use within the rights-of-way, building sites, or open spaces;

- d. A landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;
- e. A capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the county council prior to preparation of its capital budget;
- f. Policies or procedures to facilitate implementation of planning elements; and

Appeals regarding alleged errors by the planning director concerning a decision on a land development plan or subdivision may be heard by the planning commission. The planning commission shall act on the appeal within 60 days and the action of the planning commission is final. An appeal from the decision of the planning commission may be taken to circuit court within 30 days after actual notice.

**(c) Membership.**

1. The membership of the county planning commission shall be seven (7) in number, selected and appointed by a majority vote of the membership of the county council voting in any meeting of county council, duly assembled, with five (5) members being selected from each of the five (5) county council districts in existence and as delineated at the time of the adoption of this section, nominated by the respective member of county council from each district, together with two (2) members from the county at large, who shall be designated and appointed by the entire membership of the county council.
2. If after an appointment of a member to represent a particular council district of the county to the planning commission, such district is altered, then such commission member shall continue to serve thereon for the remainder of the term to which said member is appointed, regardless of his/her place of residence within the county.
3. In the event the county is further divided into additional county council districts, additional appointments of members to the commission to represent the newly created district(s) may be made by county council through amendment of this section.
4. Should any member of this commission move and establish residence outside of the county or the district where such member was residing at the time of the appointment to this commission, such move shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member, in the same manner as the original appointment.
5. No member of the planning commission may hold an elected public office within the boundaries of the county.

**(d) Terms of Members.**

1. The length of the regular term served by each member shall be four (4) years, beginning on January 1 of the year of appointment.
2. For the purposes of implementing the standards of this section, and thereby returning the reappointments/replacement schedule of the membership of the commission to staggered lengths in as fair and equitable manner as possible, the following shall apply:
  - (a) All members appointed by county council district shall serve for the same term as the length of the remaining term of the council member who appointed them, after which the term of such district members shall be equal to and coincidental with the term of the council member appointing or reappointing them, with all terms or parts thereof starting as of January 1 of the year of appointment or reappointment.
  - (b) The first at-large member appointed by county council after adoption of the restatement of this section shall serve for four (4) years and the second such at-large member shall serve for two (2) years, after which the term of each such at-large member shall be four (4) years following appointment/reappointment, with all terms or parts thereof starting as of January 1 of the year of appointment or reappointment.
3. In the event the regular term of a member in good standing expires prior to reappointment or replacement by County Council, said member shall continue to serve until his/her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.

(e) **Removal of Members.** Members of the county planning commission may be removed at any time by a majority vote of the county council, for cause (defined herein as dereliction of duty, as duties are defined herein, conviction of any felony or any crime of moral turpitude, or violation of the S.C. Ethics Act, all as determined by county council). If, or in the event any member of the commission shall fail to attend fifty percent (50%) or more of the regularly scheduled meetings of the commission within any period of twelve (12) calendar months, without excuse of the commission chairman, such member may be replaced without notice by action of the county council.

(f) **Organization, Meetings, Procedural Rules, Records, and Purchases.** The county planning commission shall organize itself, electing one of its members as chairman and one as vice-chairman, whose terms must each be for one (1) year. The chairman and vice-chairman shall have the right to vote. The commission shall appoint a secretary, who may be a member or an employee of the county council or of the commission. If the secretary is a member of the commission, he/she shall also have the right to vote. The commission shall meet at the call of the chairman, and at such times as the chairman or commission may determine. Vacancies in such offices by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.

The commission shall adopt rules of organizational procedure, and maintain a record of its resolutions, findings, determinations, recommendations, and other actions as required by state and federal requirements.

Typical operational expenses of the commission shall be provided for in the budget of the planning department; however, the commission may from time to time employ or contract for professional services with funds appropriated by county council.

(g) **Powers and Duties.** The county planning commission shall have those powers and duties provided for in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended, to be exercised with respect to the total unincorporated area of Oconee County, South Carolina, and to include the function to undertake a continuing planning program for the physical, social, and economic growth and development, and redevelopment, throughout its area of responsibility. The commission shall, within the bounds of standards established in state law, draft and periodically review a comprehensive plan for the county, which shall be the basis for a planning process consisting of those elements considered critical, necessary, and desirable to guide the development and redevelopment for the county. It shall also be the duty of the planning commission to provide advice to the county council on any and all matters related to growth and development within the unincorporated areas of the county.

(h) **Salaries and Funding.** Each member of the county planning commission shall be paid the sum of twenty-five (25) dollars per meeting of the commission attended, or as county council shall subsequently direct by ordinance or resolution. Additionally, members shall be compensated at the same rate, and in the same manner, as county employees for expenses incurred as a result of attending schools, seminars, meetings, and other normal activities associated with membership, provided said trips and activities are approved in advance by the Chairman of County Council."

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Section, including as amended hereby, is ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



ORDAINED in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

\_\_\_\_\_  
Dale Surratt  
Oconee County Administrator

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas L. Martin  
Oconee County Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Reg. Dexter, Chairman, District V

\_\_\_\_\_  
George Blanchard, District I

\_\_\_\_\_  
Wayne McCall, District II

\_\_\_\_\_  
Mario Suarez, District III

\_\_\_\_\_  
Joel Thrift, District IV

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
ORDINANCE 2009-11**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF  
CERTAIN OCONEE COUNTY REAL PROPERTY;  
AUTHORIZING THE EXECUTION AND DELIVERY OF A  
REAL PROPERTY DEED RELATED TO THE SAME; AND  
OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acquired certain real property located in the City of Seneca, Oconee County, South Carolina, pursuant to two deeds from Myra M. Lindemann (hereinafter, "Grantor") to the County, which were recorded in Oconee County Deed Book 10-V, Page 249, on July 16, 1970 and Oconee County Deed Book 11-L, Page 239, on September 5, 1972, which deeds conveyed certain real property (the "Real Property") to Oconee County for use as a museum, art gallery, or other suitable purpose, and one of which deeds (the one recorded in Oconee County Deed Book 10-V, Page 249, on July 16, 1970) included a reverter clause, indicating that the property in question would revert back to Myra M. Lindemann or her heirs if Oconee County ceased using the property for the stated purpose(s); and,

**WHEREAS**, the County has ceased to use the Real Property for the purpose(s) stated in the deed in question; and,

**WHEREAS**, the Real Property needs to be returned to the heirs of Myra M. Lindemann pursuant to the terms, and intent, of the real property deeds to Oconee County; and,

**WHEREAS**, by Order of the Court of Common Pleas for the Tenth Judicial Circuit dated February 3, 2009, the Honorable J. Cordell Maddox, Jr., presiding, judicial determination has been made that Charles F. Finley, Jr. is the sole heir (the "Heir") of Myra M. Lindemann and is sole beneficiary of the reverter clause contained in the deed found in Oconee County Deed Book 10-V, Page 249; and,

**WHEREAS**, the City of Seneca, Oconee County, South Carolina (the "City"), desires to use the Real Property in question for purposes similar to or consistent with the original intent of the Grantor, and has reached an understanding with the sole remaining Heir of the Grantor to convey the Real Property to the City, once the County re-conveys the Real Property to the Heir; and,

**WHEREAS**, Oconee County Council hereby finds and determines that it is in the County's best interest to convey the Real Property to Charles F. Finley, Jr., for the purposes noted herein; and,

**WHEREAS**, accordingly, Oconee County, acting by and through its County Council, hereby desires to authorize the re-conveyance of the Real Property to the Heir of Myra M. Lindemann, so that such Heir may then convey the Real Property to the City for continued use for public purposes;

**NOW, THEREFORE**, be it ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County Council hereby authorizes the transfer of the Real Property to Charles F. Finley, Jr., pursuant to and because of the reverter clause contained in the deed from

Grantor to Oconee County, found in Oconee County Deed Book 10-V, Page 249, recorded on July 16, 1970, and for the reasons and purposes described herein.

2. The Oconee County Administrator and the Chairman of Oconee County Council are hereby authorized and directed to execute a Limited Warranty Deed in the name of Oconee County, South Carolina, for the above-referenced Real Property, and to take all of the steps and actions as are necessary or appropriate to transfer the Real Property to Charles P. Finley, Jr.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this 5th day of May, 2009.

**ATTEST:**

\_\_\_\_\_  
Dale Surratt  
Oconee County Administrator

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas L. Martin  
Oconee County Attorney

**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Reg Dexter, Chairman, District V

\_\_\_\_\_  
George Blanchard, District I

\_\_\_\_\_  
Wayne McCall, District II

\_\_\_\_\_  
Mario Suarez, District III

\_\_\_\_\_  
Joel Thrift, District IV

First Reading: April 14, 2009  
Second Reading: April 21, 2009  
Public Hearing: May 5, 2009  
Third Reading: May 5, 2009



# Tammassee DAR School

*"The Place of the Sunlight of God"*

May 4, 2009

Beth Hulse  
415 S Pine Street  
Walhalla, SC 29661

Dear Beth,

Tammassee DAR School has been serving children and families in our community for 90 years. The actual birthday was February 24; however, we are having a community wide celebration on Saturday, May 30<sup>th</sup>.

We do indeed want to invite the community to Tammassee to celebrate this special occasion with us. Many lives have been touched through the mission of Tammassee and we would be remiss to let this special event pass without remembering those who have benefited from Tammassee along with all those who have served the children over the past 90 years. When we first began to plan for this celebration, we had no idea the economy would be in such decline. Just like many other businesses and charities during this economic downturn, Tammassee has found herself in a struggle to meet the budget. The reality is that we do not have funds for this celebration so we are depending on the kindness of friends to help us with the cost and to make the day affordable for our families.

We have one particular need that we have yet to acquire that I am hoping you can help us with. Our Thrift Store is a major contributor to the funding of Tammassee DAR School. To publicize it during the 90<sup>th</sup> Anniversary Celebration, we are having a Classic Car Cruise-in and hotdog sale onsite at the Thrift Store. We desperately need gravel behind the Thrift Store for the dirt driveway and parking. While this would meet the need for May 30<sup>th</sup>, it would also help us in the future for other events. In addition, the gravel would provide safe parking for our staff and delivery trucks that must park behind the store. The trucks are prone to getting stuck during rainy weather.

Robbie Lee of Lee's Hauling & Ground Covers Plus has agreed to haul and spread the gravel if County Council agrees to donate the rock. Mr. Lee has also helped to estimate the amount of rock needed to correct the problems we have behind the Thrift Store. The only cost to the county would be the expense of the gravel. According to the manager of the Rock Quarry, Rick Martin, the cost per ton of Crusher Run is \$6.85 per ton. With this in mind, below is my request:

100 ton of Crusher Run gravel at a cost of \$6.85 for a total of \$685.00

On behalf of the staff and students of Tammassee DAR School, I want to thank you for considering this request. We would be most appreciative if you could help us complete this project prior to Saturday, May 30<sup>th</sup>.

Best Regards,

Vickie Lee  
Annual Giving Director

Mailing address: P. O. Box 8 • Tammassee, SC 29666  
Physical Address: 1923 Bumgardner Dr. • Tammassee, SC 29666  
Telephone: 864-944-1390 • Fax: 864-944-0027  
E-mail: tamasseekids@juno.com

State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201

Information  
(803) 734-2120  
www.sos.sc.gov

Records Administration  
(803) 734-2512

Notaries  
(803) 734-2528



April 14, 2009

P.O. BOX 11550  
COLUMBIA, SC 29211

Business Filings  
(803) 734-2152

Comptroller  
(Fax) (803) 734-1614

LRG  
(Fax) (803) 734-1501

Unincorporated Areas of Oconee County  
Mr. Dale Surret, Oconee County Administrator  
415 S. Pine Street  
Walhalla, South Carolina 29691

RE: Application for State-Issued Certificate of Franchise Authority

Dear Mr. Surret:

Enclosed please find a Notice of Application for State-Issued Certificate of Franchise Authority and Request for Information. This Notice is in regards to an Application for State-Issued Certificate of Franchise Authority filed with this office by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, a copy of which is attached.

S.C. Code Ann., Section 58-12-310(C) requires that, within five days of receipt of an application or amended application, the Secretary of State must notify each affected municipality and county of its receipt of the application and request certain information. Section 58-12-310(D) provides that the county or municipality must respond to the request issued by the Secretary of State within sixty-five (65) days of the date of such request. Please return the Notice, completed, dated and signed, to the address on the filing instructions.

If you have any questions, please contact me at (803) 734-0367.

With kindest regards,

Handwritten signature of Wendy B. Holcombe in cursive.

Wendy B. Holcombe  
Cable Franchising Coordinator

WBH  
Enclosure

Charities  
(803) 734-1790  
Fax: (803) 734-1604

Service of Process  
(803) 734-0367

Trademarks  
(803) 734-1728

Employment Agencies  
(803) 734-1750

Cable Franchising  
(803) 734-0367

Investigation  
(803) 734-1791

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE



NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE  
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION

Pursuant to S.C. Code Section 56-12-310(C), the Secretary of State hereby notifies you that:  
On April 14, 2009, BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable or video service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. The date of this request is April 14, 2009.

1. What is the franchise fee rate imposed on the incumbent cable or video service provider, if any, as of the date of the application or amended application?

\_\_\_\_\_

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable or video provider's franchise agreement on the date of the application or amended application?

\_\_\_\_\_

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

Yes

No

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Chief Executive of City or County

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## FILING INSTRUCTIONS

1. This completed form must be returned to the Secretary of State within sixty-five (65) calendar days of the date of the request.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to:  
Secretary of State  
Attn: Wendy B. Holcombe  
Post Office Box 11350  
Columbia, SC 29211

## SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE



COPY

APPLICATION TO AMEND A STATE-ISSUED  
CERTIFICATE OF FRANCHISE AUTHORITY

Pursuant to state law, a person or entity seeking to provide cable or video service must have a certificate of franchise authority, either an existing certificate issued by a local government under prior law, or upon expiration of that certificate issued by a local government, a state-issued certificate of franchise authority issued by the Secretary of State under S.C. Code of Laws §58-12-310(B).

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(B), the undersigned hereby applies for authorization to amend its state-issued certificate of franchise authority to provide cable or video service.

1. The name of the applicant is BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina

2. The applicant is providing:  Cable Service OR  Video Service

3. The street address of the applicant is 1600 Williams Street, Columbia, South Carolina 29201

The mailing address of the applicant is 1600 Williams Street, Suite 5200, Columbia, South Carolina 29201.

4. Date Certificate of Franchise Authority issued by S.C. Secretary of State August 20, 2008

5. The additional municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the additional municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom the Notice of Application for a State-Issued Certificate of Franchise Authority should be provided.

Please See Attachment A.

AT&T South Carolina proposes to serve those portions of the municipalities identified in Attachment A in which AT&T South Carolina is an incumbent local exchange carrier as defined in S.C. Code Ann. §58-9-19(11). Detailed maps depicting the portions of these municipalities in which AT&T South Carolina is an incumbent local exchange carrier are on file with the Public Service Commission of South Carolina, and AT&T South Carolina incorporates those maps herein by reference.

RECEIVED

APR 14 2009

SECRETARY  
OF STATE



Additionally, AT&T South Carolina proposes to serve those portions of the unincorporated areas of counties identified in Attachment A in which AT&T South Carolina is an incumbent local exchange carrier as defined in S.C. Code Ann. §58-9-10(11). Attachments B through F are color-coded maps that generally identify the portions of these counties in which AT&T South Carolina is an incumbent local exchange carrier. These attachments, however, are for general informational purposes only. Detailed maps depicting the portions of the unincorporated areas of these counties in which AT&T South Carolina is an incumbent local exchange carrier are on file with the Public Service Commission of South Carolina, and AT&T South Carolina incorporates those maps herein by reference.

8. This application is accompanied by an affidavit signed by an officer or general partner of the applicant and fee as required by S.C. Code Section 58-12-310(B)

Date: April 14, 2009

  
Officer/General Partner's Signature

Pamela P. Lackey, President, AT&T South Carolina  
Type or Print Name

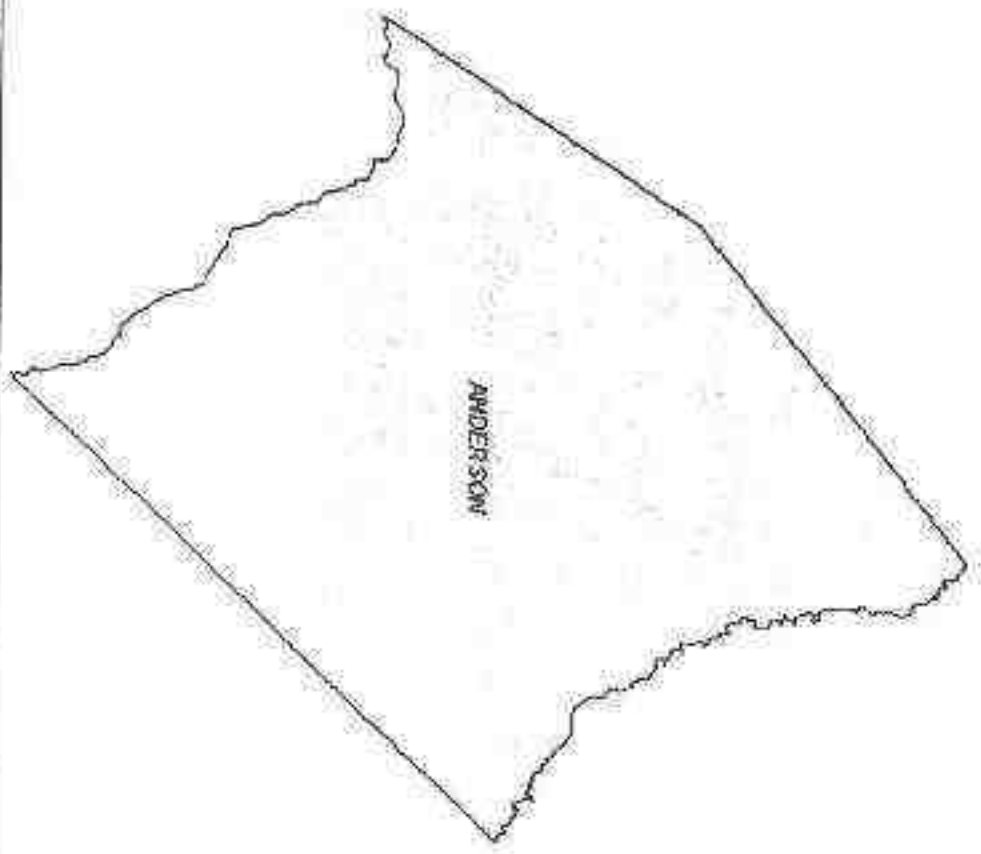
1600 Williams Street, Suite 5450  
Columbia, South Carolina 29201  
Address


803-401-2205  
Telephone Number

Attachment A to AFS1 South Carolina's April 14, 2009 Application to Amend State-Issued Certificate of Franchise Authority

Municipality/State	Name	Position	Telephone	Meeting Address	City, State, Zip	Exp. of Current Franchise
Anderson	John Long	City Manager	854.231.2000	401 S. 2nd	Anderson, SC 29625	01/01
Central	Philip Messer	City Administrator	704.610.5281	P.O. Box 942	Central, SC 29630	01/01
Greenville	Ray Carter	City Administrator	803.693.2000	1297 Tiger Blvd, Suite 1	Greenville, SC 29607	01/01
Durham	Devery Brewer	Treasurer	919.426.2666	P.O. Drawer 189	Durham, SC 29534	01/01
Easton	For Smoot	City Administrator	854.855.7900	P.O. Box 456	Easton, SC 29561-456	01/01
Greenville	Jim Bourne	City Manager	854.467.5000	P.O. Box 2200	Greenville, SC 29615-2200	01/01
Greer	Ed Diggins	City Manager	854.448.2159	201 East Palmetto St	Greer, SC 29617	01/01
Liberty	Bruce Deane	Mayor	854.843.3177	P.O. Box 715	Liberty, SC 29667	01/01
Myrtle	Robert Turner	Mayor	853.438.3470	61 North 1st	Myrtle, SC 29577	01/01
North	Raymond C. Edwards II	City Administrator	803.388.8887	2 E. Bullock Road	North, SC 29586	01/01
Pelham	Kathleen Stewart	Assistant Administrator	854.679.5621	P.O. Box 2716	Pelham, SC 29671	01/01
Seneca	Greg Diemack	City Administrator	854.685.2731	P.O. Box 4773	Seneca, SC 29079	01/01
Spartanburg	Dennis Turbe	Finance Director	854.566.2162	P.O. Box 1246	Spartanburg, SC 29304	01/01
Union	Mark Gums	Union-Anderson County Administrator	854.200.4000	P.O. Box 4902	Anderson, SC 29502	01/01
Union	Joe Forrell	Union-Union County Administrator	854.693.7100	101 Chambers Middle State 2560	Union, SC 29507	01/01
Union	Dale Surrall	Union-Orangeburg County Administrator	854.691.4745	170 S. 4th	Union, SC 29091	01/01
Union	Chippool Hays	Union-Union County Administrator	854.691.9554	W.O. Box 401	Union, SC 29097	01/01
Union	Jeff Horton	Union-Spartanburg County Council	854.691.2538	P.O. Box 5905	Spartanburg, SC 29304	01/01

Attachment B  
to AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



**Legend**  
 County Bounds  
 New AT&T Designated Service Area



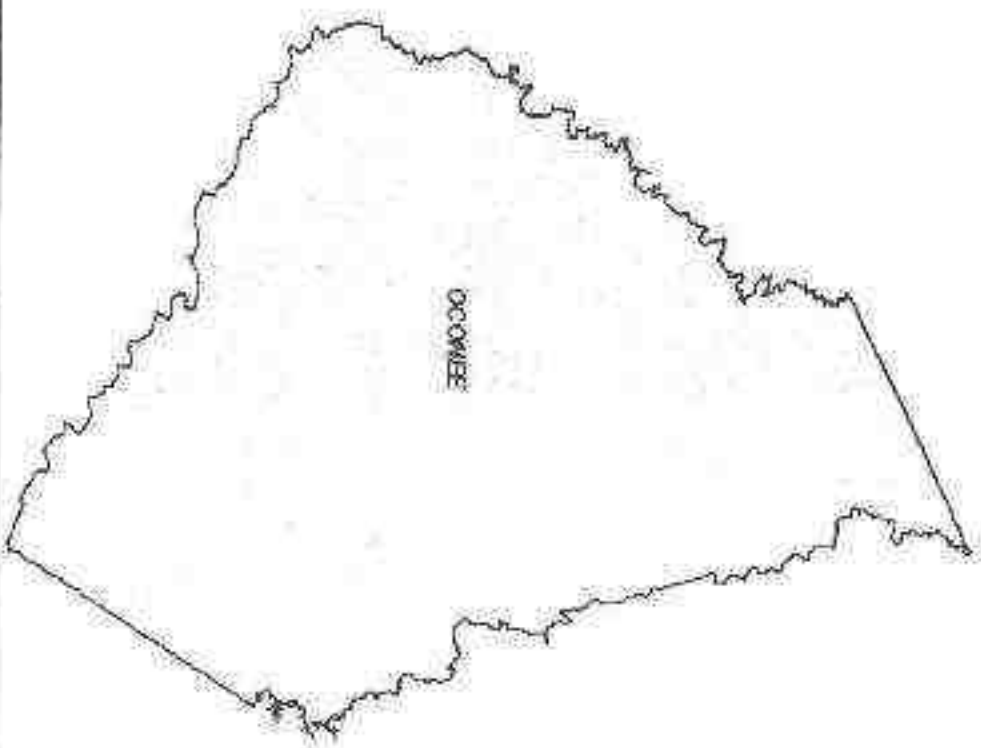
Attachment C  
to AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



**Legend**  
□ County Bounds  
New AT&T Designated Service Area



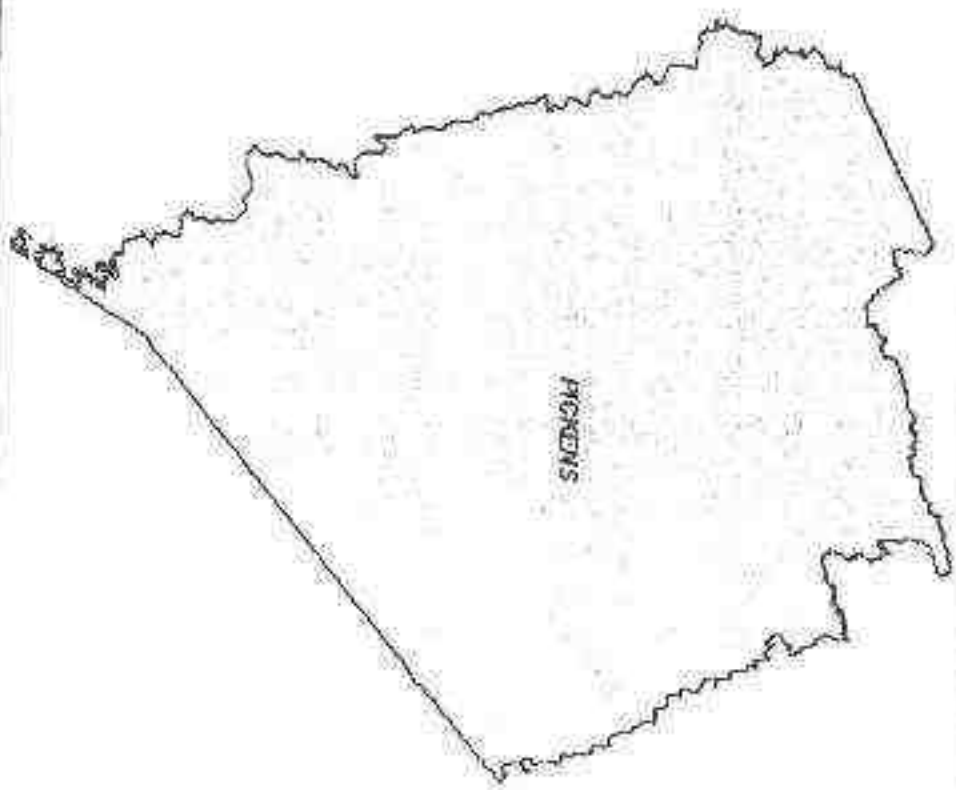
Attachment D  
to AT&T South Carolina's April 14, 2009  
Application to Amend State-issued Certificate of Franchise Authority



- Legend**
-  County Bounds
  -  New AT&T Designated Service Area



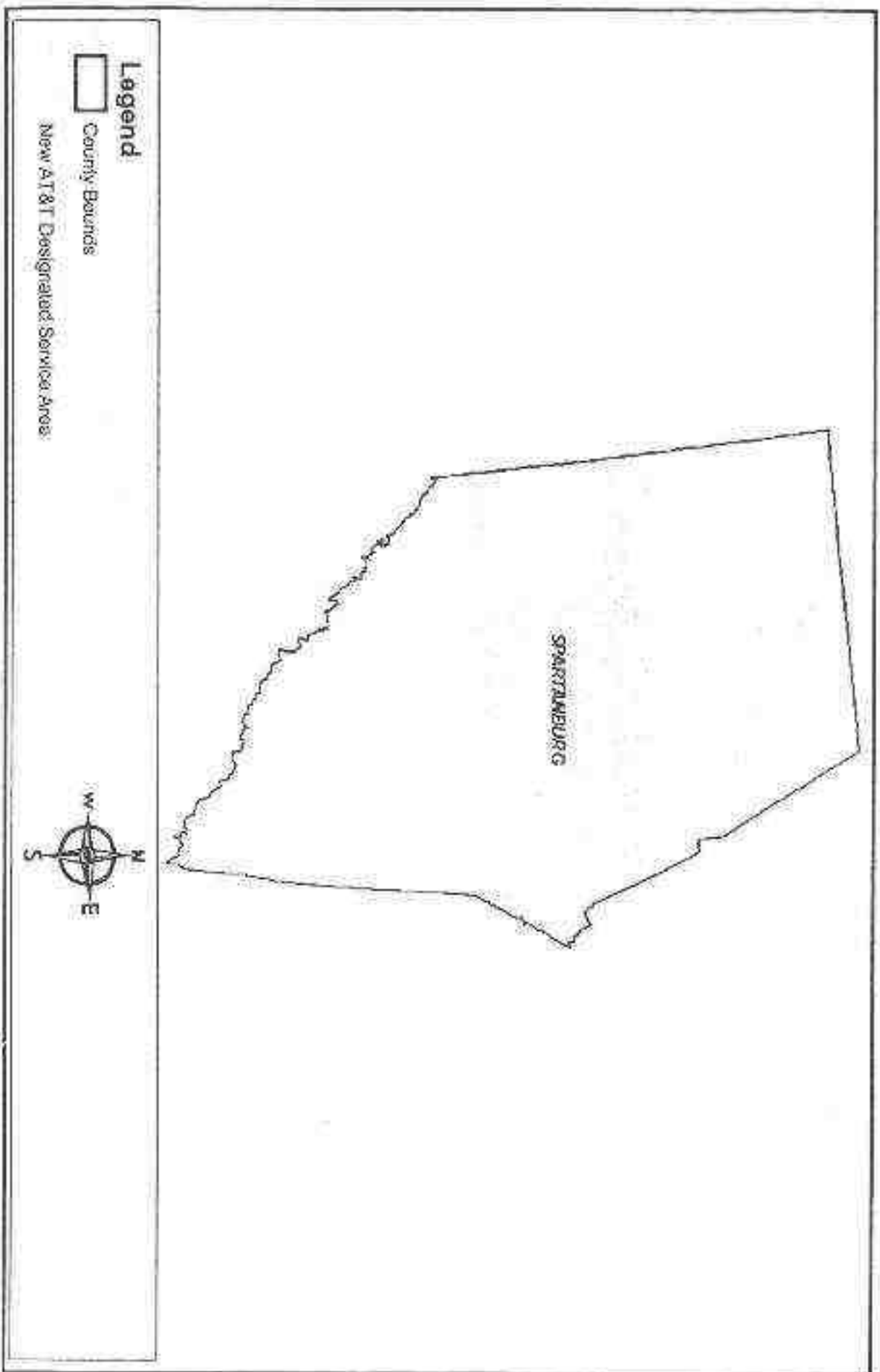
Attachment E  
to AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



**Legend**  
 County Bounds  
 New AT&T Designated Service Area



Attachment F  
to AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



AFFIDAVIT IN SUPPORT OF APPLICATION TO AMEND  
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law, deposes and says on oath:

My name is Pamela P. Lackey and my title/position is President-AT&T South Carolina. This affidavit is based upon my personal knowledge of the facts contained in the Application to Amend the State-Issued Certificate of Franchise Authority (dated April 15, 2009) and this affidavit. I certify and affirm that all such facts are true and correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and regulations.

In this application the applicant seeks to provide cable or video services in the following areas:

AT&T South Carolina proposes to serve those portions of the following municipalities in which AT&T South Carolina is an incumbent local exchange carrier as defined in S.C. Code Ann. §58-9-10(11).

Anderson, Central, Clemson, Duncan, Easley, Greenville, Greer, Liberty, Lyman, Mauldin, Pickens, Seneca, and Spartanburg.

Detailed maps depicting the portions of these municipalities in which AT&T South Carolina is an incumbent local exchange carrier are on file with the Public Service Commission of South Carolina, and AT&T South Carolina incorporates those maps herein by reference.

Additionally, AT&T South Carolina proposes to serve those portions of the unincorporated areas of the following counties in which AT&T South Carolina is an incumbent local exchange carrier as defined in S.C. Code Ann. §58-9-10(11).

Anderson, Greenville, Oconee, Pickens, and Spartanburg

Attachments A through E to this Affidavit are color-coded maps that generally identify the portions of these counties in which AT&T South Carolina is an incumbent local exchange carrier. These



attachments, however, are for general informational purposes only. Detailed maps depicting the portions of the unincorporated areas of these counties in which AT&T South Carolina is an incumbent local exchange carrier are on file with the Public Service Commission of South Carolina, and AT&T South Carolina incorporates those maps herein by reference.

(Written description of the municipalities and unincorporated areas of the counties to be served in whole or in part. A map or other graphic representation may supplement, but not substitute for, the written description.)

The updated list of principal executive officers of the applicant are:

Name & Title	Address	Telephone No.
--------------	---------	---------------

See Attachment F.

Dated this 15th day of April, 2009.

SWORN to and subscribed before me, this  
15th day of April, 2009

Pamela P. Lackey  
Officer/General Partner's Signature

Pamela P. Lackey  
Type or Print Name

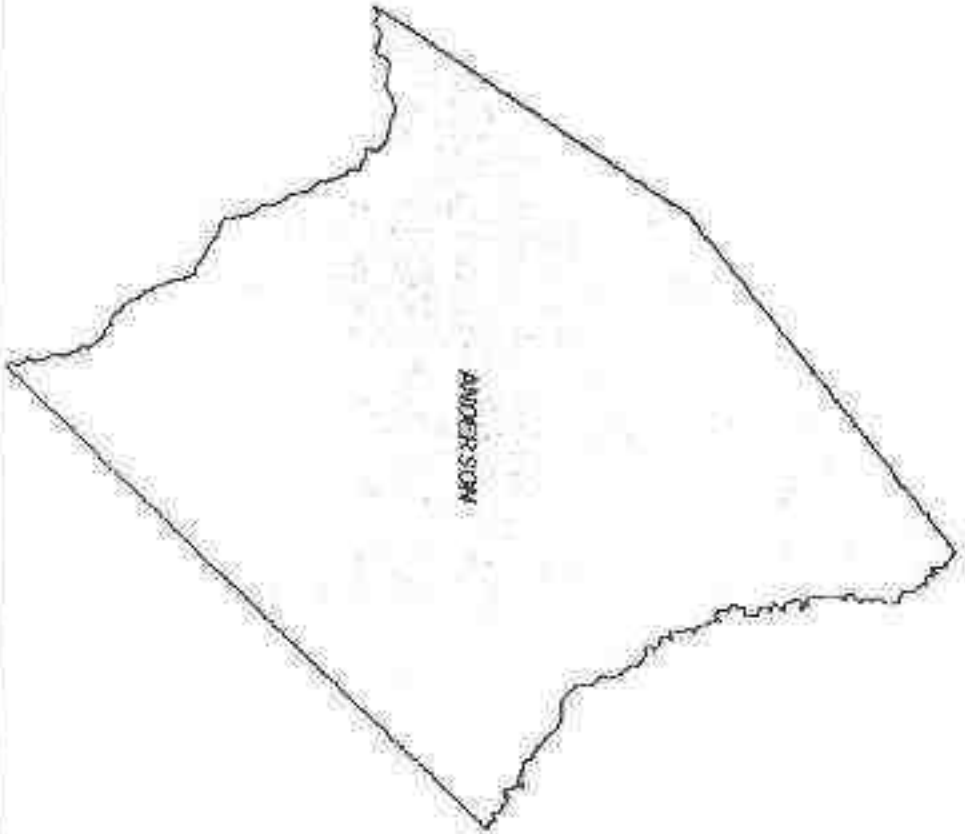
Notary Public for: State of South Carolina

My Commission Expires: 2/27/2012

Address  
1600 Williams Street, Suite 5450  
Columbia, South Carolina 29201  
Address

803-401-2205  
Telephone Number

Attachment A to Affidavit of Pamela P. Lacey in Support of  
AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority





**Legend**  
 County Bounds  
 New AT&T Designated Service Area

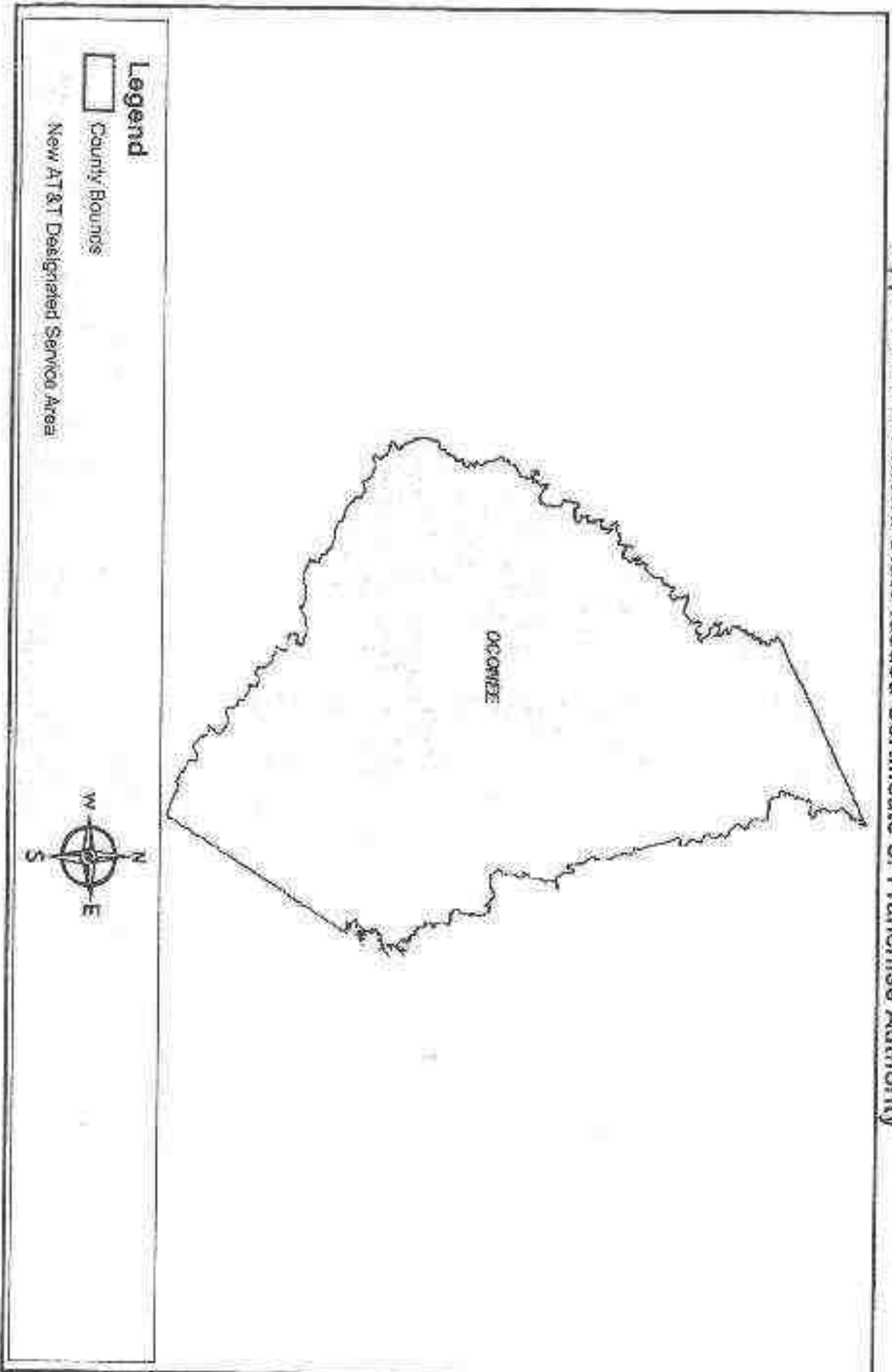


Attachment B to Affidavit of Pamela P. Lacey in Support of  
AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority

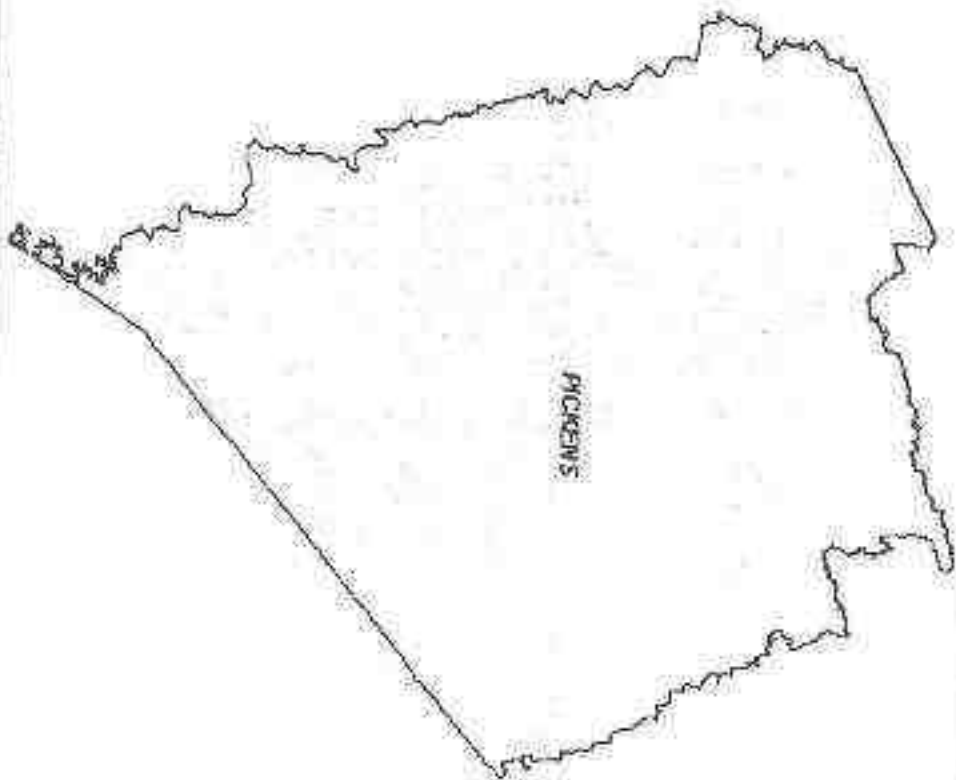


- Legend**
-  County Bounds
  -  New AT&T Designated Service Area

Attachment C to Affidavit of Pamela P. Lacey in Support of  
AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



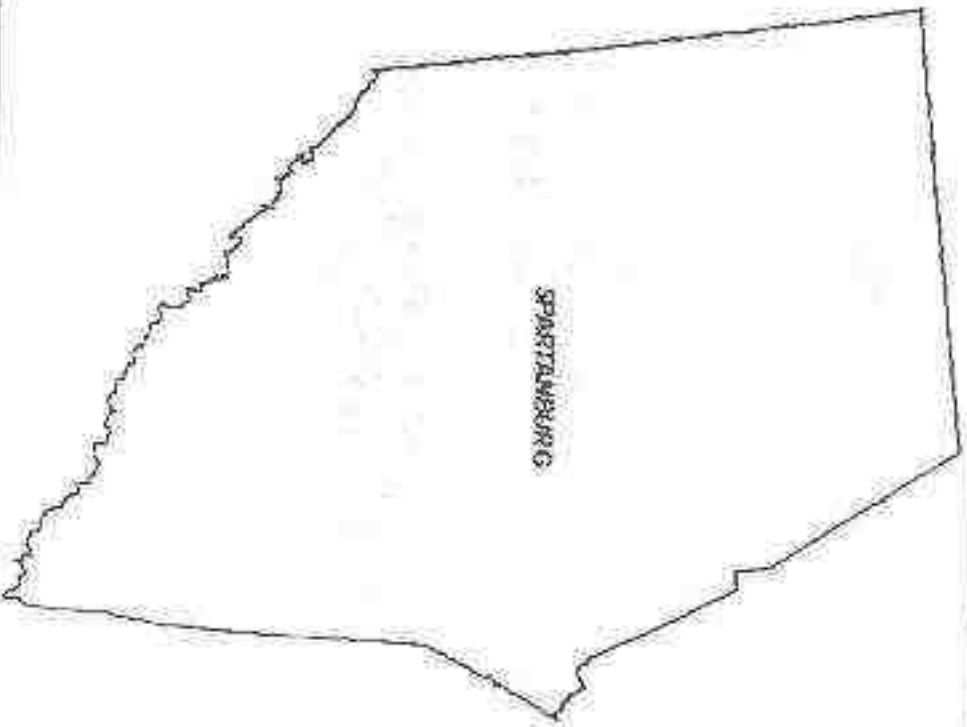
Attachment D to Affidavit of Pamela P. Lacey in Support of  
AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



**Legend**  
□ County Bounds  
□ New AT&T Designated Service Area



Attachment E to Affidavit of Pamela P. Lacey in Support of  
AT&T South Carolina's April 14, 2009  
Application to Amend State-Issued Certificate of Franchise Authority



**Legend**

 County Boundaries

 New AT&T Designated Service Area



Attachment F to Affidavit of Pamela P. Lackey in Support of  
 AT&T South Carolina's April 14, 2009 Application to Amend a State-Issued Certificate of Franchise Authority.

Name and Title	Address	Telephone Number
Harry M. Lightsey, III, President & CEO	675 W. Peachtree Street, NW, Suite 4503, Atlanta, GA, 30375	404-335-0851
Robert D. Daniel, Sr. VP – Consumer Markets	675 W. Peachtree Street, NW, Suite 4510, Atlanta, GA, 30375	404-927-7016
Gary M. Ludgood – Sr. VP – Network Services (Southeast)	675 W. Peachtree Street, NW, Suite 4515, Atlanta, GA, 30375	404-927-1900
John D. Irwin – Sr. VP Network Communications Services	675 W. Peachtree Street, NW, Suite 4516, Atlanta, GA, 30375	404-927-0365
April J. Rodewald – Sr. VP & General Counsel	208 S. Akard Street, Suite 3502, Dallas, TX 75202	214-757-3320
James Lacy – CFO & Treasurer	675 Peachtree St. NW, Room 4431, Atlanta, Georgia 30375	404-927-2682
Pamela P. Lackey – President, South Carolina	1800 Williams Street, Suite Columbia, South Carolina 29201	803-401-2205

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** May 19, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Award of contract for the posting of delinquent notices for County Tax Collector to Palmetto Posting, Inc. of Spartanburg, SC, as a sole source. The estimated cost of this contract will not exceed \$35,000.

**BACKGROUND OR HISTORY:**

The County desires to employ an independent contractor to take exclusive physical possession of properties on which ad valorem property taxes are due, by posting a notice on the premises in accordance with SC Code of Laws, Section 12-51-40. Last year the County utilized Palmetto Posting, Inc. for the first time at a cost of \$30 for each parcel posted. This year, per the attached agreement, they have reduced the price to \$20 per parcel posted. The posting of parcels prior to last year had been done in-house by delinquent tax staff. The time to perform this task averaged 12 to 15 weeks depending on the number of parcels. This work time could be better utilized performing tasks that will generate additional county revenue.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Palmetto Posting utilizes proprietary software and a patented process to post delinquent tax notices and is the only known company in existence offering this service. This will reduce the posting time frame to three weeks, therefore, alerting taxpayers and allowing them additional time to pay required taxes.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes as a Sole Source.

**STAFF RECOMMENDATION:**

Staff recommends that Council award this contract, not to exceed \$35,000 to Palmetto Posting, Inc., of Spartanburg, SC as a sole source.

**FINANCIAL IMPACT:**

There is no cost to the County general budget; the cost is paid for through the funds collected from delinquent tax payers.

**ATTACHMENTS**

1. Palmetto Posting, Inc. Sole Source letter
2. Sole Source Justification memo from department
3. Contract/Agreement between Palmetto Posting, Inc and Oconee County

**Reviewed By/ Initials:**

 County Attorney       Finance       Grants       Procurement

**Submitted or Prepared By:**

  
Linda A. Shugart, Delinquent Tax Collector

**Approved for Submittal to Council:**

  
Kendra Brown, Assistant County Administrator





150 E. Henry St., Ste. 201  
Spartanburg, SC 29306  
864-585-8080

**May 1, 2009**

To whom it may concern:

Palmetto Posting, Inc. was established in 2006 in Spartanburg County, SC. Palmetto Posting, Inc. utilizes proprietary software and a patented process to post delinquent notices for county tax collectors and is the only company in existence offering this service. Currently we are under contract in 12 counties in South Carolina and 1 in Georgia. Of these counties only 2 required a formal bid. Palmetto Posting, Inc. was the only company to submit a bid in both instances. All other counties classified Palmetto Posting, Inc. as a Sole Source Provider and did not require a bid process.

Below is a list of counties currently employing Palmetto Posting, Inc.:

Spartanburg County, SC  
Richland County, SC  
Sumter County, SC  
Anderson County, SC  
McCormick County, SC  
Saluda County, SC  
Dillon County, SC  
Calhoun County, SC  
Barnwell County, SC  
Chesterfield County, SC  
Jasper County, SC  
Troup County, GA



**Palmetto  
Posting, Inc.**  
Terry O'Brien  
Office (864) 585-8080  
Cell (864) 316-0907



# OCONEE COUNTY SOUTH CAROLINA

D E L I N Q U E N T T A X

TO: Robyn Courtright, Procurement Director

FROM: Linda Shugart, Delinquent Tax Collector

DATE: May 5, 2009

SUBJECT: Sole Source Justification for Palmetto Posting System  
SC Code of Laws 12-51-40

Attached is a letter from Palmetto Posting, Inc. stating that they are the only source that offers a service that utilizes proprietary software and a patented process to post the physical parcel as required by South Carolina Code of Laws, section 12-51-40.

- Palmetto Posting, Inc. is the sole source for this service.
- Palmetto Posting, now holds contracts in twelve counties, of which two required formal bids and Palmetto Posting was the only company to submit a proposal.
- Their unique patented process fully integrates with Smith Data, (tax center software) and GIS software.

For these reasons outlined above, I recommend declaring Palmetto Posting as sole source for the posting of delinquent tax parcels as required by SC code of laws 12-51-40.

STATE OF SOUTH CAROLINA)

AGREEMENT

COUNTY OF OCONEE )

This Agreement is entered into this 5<sup>th</sup> day of May, 2009, between Oconee County, South Carolina hereinafter referred to as "County", and Palmetto Posting, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the County desires to employ a part-time independent contractor to take exclusive physical possession of the property on which delinquent ad valorem property taxes are owing by posting a notice at one or more conspicuous places on the premises in accordance with South Carolina Code of Laws § 12-51-40; and

Whereas, the Contractor has represented to the County that the Contractor is experienced and qualified to provide the services contemplated by this agreement and the County has relied upon such representation.

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the County and the Contractor, each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The Contractor agrees to provide the necessary software and hardware for the posting of property in the County on which delinquent ad valorem property taxes are due per County requirements.
2. The Contractor agrees to provide a GPS capable digital camera and a GPS unit as needed per Field Agent.
3. The Contractor agrees to provide an electronic report of the posting of the property. The report may include property owner's name, address, legal description of the property, map number, item number, year built, improvement type, land use, square footage, last sale date, last sale amount, deed book, land value, improvement value, total value, if this data is supplied by the county in their delinquent tax roll data base. It will also include a picture of property indicating sign, certificate of posting and signature of person posting property.
4. Contractor agrees to provide reports as required by the Delinquent Tax Collector. The exact details and format of said report(s) are to be finalized during design phase between County and Contractor.
5. Contractor agrees to provide an adequate number of Field Agents to perform the duty of posting properties of delinquent taxpayers within the timeline prescribed by the County.
6. The County agrees to provide at no charge to the Contractor any GIS information the County has access to. The information provided to the Contractor will be used in the service herein described for the County exclusively. The information will not be sold or used for any other purpose.

7. In consideration of the Contractor furnishing the County with the services as described herein, the County shall pay to the Contractor the sum of twenty (\$20.00) Dollars for each parcel posted by Palmetto Posting, Inc.
8. The term of this Agreement shall become effective upon the date of its execution for postings beginning with the 2008 delinquent tax year and ending December 31, 2009. The County shall have the option to renew this Agreement for additional one (1) year terms.
9. The County shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.
10. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Oconee County on behalf of the Contractor or any employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
11. The Contractor is not eligible for and shall not participate in any employer pension, health or other fringe benefit plan of Oconee County.
12. The Contractor understands that it is responsible to pay, according to law, income taxes on any payment received from the County pursuant to this agreement. The Contractor further understands that it may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
13. No workers' compensation insurance shall be obtained by Oconee County concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the workers' compensation law concerning the Contractor and any employees of the Contractor.
14. It is understood and agreed between the parties that the County, except as noted herein, is in no way connected with the actual performance of this contract on the part of the Contractor. The Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract by the Contractor.
15. Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees, as agents, employees or representatives of the County. The Contractor will supervise the execution of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor.
16. The Contractor further agrees that as an independent contractor it cannot and will not encumber Oconee County with any obligation and that it will make no representation to any person or any party on behalf of Oconee County. The Contractor further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against Oconee County to recover damages, costs or expenses which might arise out of or in any way be connected with the performance of any work, services or functions covered by this Agreement, with the exception of actions by the Contractor to recover payment for services provided under this Agreement, or damages directly attributable to the acts and/or omissions of the County or its employees.

17. The Contractor further agrees and binds itself and its successors and assigns in any action by the County for recoupment or reimbursement of such damages and expenses and to be estopped from asserting as a defense that the County did not have proper authority or approval to enter into such indemnity agreement or that the Contractor is not liable for such costs, claims and expenses and the Contractor shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The Contractor agrees that this Agreement may be pleaded by the County in such actions.
18. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. Such notice by the County to the Contractor, or by the Contractor to the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed as follows:

To the County:  
Oconee County Delinquent Tax Collector  
415 South Pine Street  
Walhalla, SC 29813

To the Contractor:  
Palmetto Posting, Inc.  
130 E. Henry St., Ste. 203  
Spartanburg, SC 29306

The Contractor may at any time change the address for notices to it by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address. The parties shall continue to perform and to be bound by the terms of this Agreement during the thirty (30) day period after any notice of intent to terminate without cause has been given.

19. The County shall, upon reasonable notice, furnish such information and proper assistance to the Contractor as it may reasonably require in connection with any litigation in which the Contractor is, or may become, a party arising out of its performance of this Agreement. This provision shall survive the termination of this Agreement.
20. This Agreement shall supersede any prior agreement between the parties except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor elsewhere provided and not expressly provided for in this Agreement.
21. This Agreement cannot be assigned without the prior written approval of the County, and in the event of such assignment, this Agreement shall be void.
22. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

- 23. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.
- 24. This Agreement contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.
- 25. This Agreement shall be construed in accordance with the laws of South Carolina. In the event any legal action or proceeding is commenced by one of the parties in connection with the rights and obligations of the parties under this Agreement, the parties agree and stipulate that the jurisdiction and venue for any such action or proceeding shall be in Spartanburg County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the same date first above written.

OCONEE COUNTY

\_\_\_\_\_  
 Witness By: \_\_\_\_\_  
 \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Chairman, Oconee County Council  
 \_\_\_\_\_  
 Witness



PALMETTO POSTING, INC. (CONTRACTOR)

\_\_\_\_\_  
 Witness By: \_\_\_\_\_  
 Name: Terrence P. O'Brien  
 Title: President  
 \_\_\_\_\_  
 Witness

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 19, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Award the purchase of 53 desktop computers and 3 laptop computers in the amount of \$72,479.12 to Dell Marketing of Atlanta, GA per State Contract #05-S6656-A11104 and NASPO/WSCA contract # A63307. These computers and laptops will be used by departments throughout the County to replace existing computers that are past their expected life service.

**BACKGROUND OR HISTORY:**

Many of the County's computers have reached or are past their expected life service based on industry standards. The computers to be replaced contain one or more of the following issues: outdated central processing units, outdated operating systems, insufficient memory or aged beyond useful life. 77% of the computers to be replaced meet 3 of the 4 criteria.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Oconee County has purchased Dell desktop computers as a standard for the last three years from the SC State Contract of the NASPO/WSCA (National Association of State Purchasing Officers/Western States Contract Alliance) whichever contracted price was less. Oconee County was able to negotiate an even lower price with Dell, based on these contracts, due to the large quantity of this order. State Contract unit price was \$1,466.65 for the desktops and \$1,884.07 for the laptops. Our price is \$1,203.01 for the desktops and \$1,539.00 for the laptops for a total savings of \$15,906.93 (including tax) for this entire order. These computers are equipped with a 3GB hard drive, 4GB memory, 19" flat panel monitor, Microsoft Office 2007 Professional, Adobe Acrobat 9.0, Windows XP Vista operating system and a 4 year next business day onsite service warranty.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

**STAFF RECOMMENDATION:**

Staff recommends that County Council approve this purchase of 53 desktop computers and 3 laptop computers in the amount of \$72,479.12 to Dell Marketing of Atlanta, GA, based on the negotiated price.

**FINANCIAL IMPACT:**

Rollover funds of \$113,848 are available in the current FY 08-09 budget for the IT department, account code 010-711-50840-02008 for the purchase of computers.

**ATTACHMENTS**

**Reviewed By/ Initials:**

County Attorney \_\_\_\_\_ Finance: N/A Grants \_\_\_\_\_ Procurement RL

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Rebecca Courtwright  
Department Head/Elected Official

Kendra Brown  
Kendra Brown, Assistant County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 5/19/09  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Authorization for Salem Volunteer Fire Station to apply for Homeland Security Assistance to Firefighters Grant Program.

**BACKGROUND OR HISTORY:**

The Assistance to Firefighters Grant Program (AFG) provides financial assistance directly to fire departments and nonaffiliated EMS organizations to enhance their abilities with respect to fire and fire-related hazards. The primary goal is to help fire departments and nonaffiliated EMS organizations meet their firefighting and emergency response needs. AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the health and safety of the public and their emergency response personnel with respect to fire and all other hazards.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The AFG will provide funds to purchase a variety of protective gear, equipment, vehicles, etc. Match requirement is based on population served.

Fire Department	Estimated Total Grant Amount	Match Requirement (5% of Total Award)
Salem Fire Department	\$209,175	\$10,459

**STAFF RECOMMENDATION:**

Council authorize this grant application. Sufficient funds have been included in the Emergency Services FY 09-10 Budget Request to cover this grant match.

**FINANCIAL IMPACT:**

Total Local Match Requested - \$10,459

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available:

*Yes. Sufficient funds have been included in the Emergency Services FY 09-10 Budget Request to cover this grant match.*

If yes, who is matching and how much:

**ATTACHMENTS**

Assistance to Firefighters Grant 2009 Equipment Request (Salem Volunteer Fire Department)

Submitted or Prepared By:  
Veronda Holcombe-Lewis

Approved for Submission to Council:

  
Kendra Brown, Assistant County Administrator for Administrative Services & Finance

Department Head/Elected Official

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

 Finance

\_\_\_\_\_ Grants

C: Clerk to Council

*Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.*



**Assistance to Firefighters Grant (Homeland Security)  
Salem Fire Department Request**

Item	Price	Quantity	Total
Service Truck	\$ 130,000.00	1	\$ 130,000.00
LZ Kit	\$ 699.00	1	\$ 699.00
Bullard T4 Thermal Imaging Camera	\$ 15,000.00	2	\$ 30,000.00
Fire Swatter	\$ 65.90	4	\$ 253.60
Fire Rakes	\$ 46.75	4	\$ 187.00
Command Vests ANSI 2	\$ 34.99	2	\$ 69.98
Traffic Vests ANSI 2	\$ 34.99	25	\$ 874.75
Ringers® ESG Barrier 1 Extrication Glove	\$ 59.09	25	\$ 1,499.75
Dyna Med Deluxe Trauma Bag w/ Oxygen	\$ 350.00	8	\$ 2,800.00
Zoll AED Plus	\$ 1,649.00	8	\$ 13,192.00
Motorola CM300 Base Station w/ Power	\$ 594.00	1	\$ 594.00
Siren Controller	\$ 250.00	1	\$ 250.00
Motorola Desk Microphone	\$ 120.00	1	\$ 120.00
Motorola Minitor V 2 Channel Pager w/ Voice	\$ 450.00	25	\$ 11,250.00
Motorola HT1250 Portable Radio w/ Battery	\$ 695.00	25	\$ 17,375.00

**Total Request \$ 209,175.08**

**Local Match (5%) \$ 10,459.00**

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 5/22/09  
COUNCIL MEETING TIME: 5:00 PM

ITEM TITLE OR DESCRIPTION:

Lake Patrol Contract – June 1, 2009 through September 30, 2009

BACKGROUND OR HISTORY:

We have had contract with Hartwell Project for several years during summer months conducting Lake Patrol of all Hartwell Lake Boat Ramps.

SPECIAL CONSIDERATIONS OR CONCERNS:

We will be reimbursed \$30.62 per hour. With approximate total being \$13,415.

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

ATTACHMENTS

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
~~Duke Sargent~~ County Administrator  
Assistant

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

 Finance

\_\_\_\_\_ Grants

C: Clerk to Council

*Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.*

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 15

<b>4 CONTRACT PLAN OR DRG CODE</b> (SEE INSTRUCTIONS) W912HN-09-P-0229	<b>5 GPO (GSA) ADDRESS (UNIT)</b>	<b>7 DATE OF ORDER CALL</b> (DDMMYY) 2009 Apr 01	<b>8 REPORT NUMBER AND VERSION</b> W912HN-09-P-0229	<b>9 REGION</b>
--	-----------------------------------	--	--	-----------------

<b>6 ISSUED BY</b> HARWELL PROJECT OFFICE POWER PLANT ATTN: ANSEL MORRIS 6001 ANDERSON HIGHWAY HARWELL GA 30924-0777 CODE: WR0999	<b>1 ADMINISTERED BY</b> (of order item 5) <div style="text-align: center; border: 1px solid black; padding: 5px; font-weight: bold;">SEE ITEM 6</div> CODE:	<b>10 DELIVERY FOR</b> <input checked="" type="checkbox"/> BEST QUALITY <input type="checkbox"/> OTHER (See Schedule if applicable)
--	--	--

<b>11 CONTRACTOR</b> DC ADCO COURSE OF NAME: 415 S F STREET AND: WASHINGTON DC 20047-3452 ADDRESS:	<b>12 FACILITY</b>	<b>13 IF DELIVERED PER ORDER BY ORDER</b> (SEE SCHEDULE) <input type="checkbox"/> DOCUMENTS <input type="checkbox"/> OTHER	<b>14 MARK BUSINESS</b> <input type="checkbox"/> SAGE <input type="checkbox"/> SOCIAL <input type="checkbox"/> UNADVANTAGED <input type="checkbox"/> DISADVANTAGED
--	--------------------	---	--

<b>14 SHIP TO</b> HARWELL PROJECT OFFICE US ARMY CORPS OF ENGINEER OFFICE OF THE PROJECT MGR 6001 ANDERSON HIGHWAY HARWELL GA 30924-0229 CODE: BR9006	<b>15 PAYMENT WILL BE MADE BY</b> (CODE) 954145 US ARMY CORPS OF ENGINEERS FINANCE CENTER UNKED (BUSINESS) 9325 W BOWLITE DRIVE WASHINGTON TN 38554-5085	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
---	--	--

<b>16 DELIVERY TYPE</b> PURCHASE <input checked="" type="checkbox"/>	(See instructions for details)
---	--------------------------------

ACCEPTANCE OF THE CONTRACT ORDER BY ACCEPTING THE OFFER REPRESENTED BY THE NUMBERED PARAGRAPH INDICATED MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND ADDS TO PERFORM THE SAME.

NAME OF CONTRACTOR <input type="checkbox"/> If this box is marked, supplier must sign. Acceptable and return the following number of copies.	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED
---	-----------	----------------------	-------------

17 ACCOUNTING AND APPROPRIATION DATA - LOCAL USE  
 See Schedule

18 ITEM NO.	19 SCHEDULE OF SUPPLIES-SERVICES	20 QUANTITY ORDERED/ACCEPTED	21 UNIT	22 UNIT PRICE	23 AMOUNT
SEE SCHEDULE					

* If amount is greater than the amount in column 23, the amount in column 23 is correct.	TOTAL 23 AMOUNT: \$111.96	DIFFERENCE:
--	---------------------------	-------------

24 QUANTITY IN COLUMN 20 HAS BEEN:

INSPECTED  
  RECEIVED  
  ACCEPTED AND CONFORMS TO THE CONTRACT (EXCEPT AS NOTED)

6 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	7 DATE	8 PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
---	--------	--

9 MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	25 SHIP BY	26 DELIVERY METHOD	27 INITIALS	28 AMOUNT VERIFIED CORRECT FOR
---	------------	--------------------	-------------	--------------------------------

29 TELEPHONE NUMBER 30 E-MAIL ADDRESS	31 PAYMENT	32 CHECK NUMBER 33 CHECK NUMBER
--	------------	------------------------------------

34 I certify this amount is correct and proper for payment.	35 NAME	36 SIGNATURE AND TITLE OF RECEIVING OFFICER	37 COMPLETE 38 PARTIAL 39 FINAL	40 TOTAL CONTAINERS 41 SIGNATURE NO. 42 RECEIVING
---	---------	---	---------------------------------------	---

43 RECEIVED AT	44 RECEIVED BY	45 DATE RECEIVED	46 TOTAL CONTAINERS	47 SIGNATURE NO.	48 RECEIVING
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## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YB90R1160-LAW ENFORCEMENT [111610] OCONEE COUNTY — PROJECT NO: 111610 FOB: Destination MILSTRIP: W33SJG90787577	419	Hours		\$17,442.18
				NET AMT	\$17,442.18
	ACRN AA CIN: W33SJG907875770001				\$17,442.18

Section C - Descriptions and Specifications  
SOW

LAW ENFORCEMENT CONTRACT  
SCOPE OF WORK FOR  
INCREASED LAW ENFORCEMENT SERVICES  
BETWEEN THE COUNTY OF OCONEE AND  
THE US ARMY CORPS OF ENGINEERS, HARTWELL LAKE

1. Law enforcement services provided by the County without cost reimbursement include intermittent recreation area patrols to the most heavily used areas throughout the year, and response to emergency or special assistance calls as needed.
2. The County agrees to provide increased law enforcement services on a cost reimbursable basis by providing at least one trained and qualified deputy with an official vehicle at the locations noted, and in accordance with the following conditions:
  - a. Increased patrols shall begin on May 1, 2009 and conclude on September 30, 2009. Patrols shall be 4, 6, or 8-hour shifts (excluding lunch breaks) and shall be performed according to the frequencies listed below. A definite work schedule shall be mutually agreed upon prior to initiating increased patrols. See attached schedule.

Patrols shall be conducted between the hours of 1430 and 2230 Friday and Saturday and between 1200 and 2200 on Sundays and Holidays. On Sundays occurring on a holiday weekend, patrols shall occur between 1430 and 2230.

b. All areas "a" through "e" listed below shall be patrolled at least one time during each 6 or 8 hour shift. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

- a. Lawrence Bridge
- b. Friendship
- c. Coneross
- d. Fair Play
- e. Geonce Point

3. The County agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The County shall assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government shall be responsible for the installation and maintenance of the radio equipment hand received to the County.

4. If different than the Sheriff, the County shall specify an official point of contact for coordinating implementation of this agreement.

5. The County shall prepare a *Daily Law Enforcement Log* in accordance with Attachment No. 1, for every working day. The log must be a complete summary of findings and actions taken during patrols completed by person(s) performing patrols. Completed logs must be submitted to justify claims for payment. Until deemed unnecessary by the Government, the County shall fax copies of the *Daily Law Enforcement Log* (Attachment No. 1) for review on a weekly basis. The end of the month submittal of *Daily Law Enforcement Logs* (Attachment No. 1) with the *Law Enforcement Reimbursement Request* (Attachment No. 2) shall continue to be provided on a monthly basis.

6. The County agrees to submit monthly pay requests to the Government within 15 days of the month's end. For each week after this period, the Government has the option to reduce the requested reimbursement by 5%. Monthly payments shall be made by the Government based upon the County's submittal of the *Law Enforcement Reimbursement Request* (Attachment No. 2) in conjunction with the entire month's *Daily Law Enforcement Log* (Attachment No. 1). When a partial hour of work is performed, the government shall be billed in .25 hour increments. Discrepancies or incomplete *Daily Law Enforcement Logs* (Attachment No. 1) may result in reduced monthly payments. The extent of documentation necessary to support requested reimbursement amounts shall be mutually agreed upon by the Corps and the County. The Government shall make payment to the County based on timely receipt of the County's *Law Enforcement Reimbursement Request*. The Government agrees to notify the County prior to reducing requested reimbursable costs.

7. Serious incidents occurring on public land or water must be reported to the Project Manager's Office as soon as possible, preferably no later than the next work day. Preliminary copies of written reports shall be submitted within 2 working days of the time of the incident, and final copies must be provided within a week of completion.
8. The County shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.
9. In compensation for increased Law Enforcement Services in accordance with this agreement, the Government agrees to reimburse the County at the rate of \$ 30.62 per hour. The hourly rate includes the use of the official vehicle by the County, including overhead, utilization, operation, maintenance, and repair of such vehicle as allocated for use under the agreement. Payment shall not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers, Hartwell Project.
10. Estimated cost for reimbursable services is \$13,411.56 for the period indicated in this agreement. The County agrees to compensate deputies in accordance with the provisions of the Service Contract Act and the Contract Work Hours and Safety Standards Act.
11. The Corps of Engineers may request the entrance gates be closed and locked at 10 p.m. every night that is worked by the Lake Patrol. The Lake Patrol Deputy shall be notified in advance by the Corps as to the dates when the gates shall need to be closed.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Nathan M. Dinehart, Natural Resource Specialist  
 U. S. Army Corps of Engineers  
 Hartwell Project  
 5625 Anderson Hwy  
 Hartwell, Georgia 30643-0278  
 Telephone: (706) 856-0309 or (888) 893-0678 ext.# 309  
 Fax: (706) 856-0358  
 e-mail: Nathan.M.Dinehart@usace.army.mil

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton  
 Sheriff, Oconee County  
 415 S. Pine Street  
 Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

Receipt is hereby acknowledged.

James Singleton, Sheriff                      Date  
 Oconee County, South Carolina

\*  
 \_\_\_\_\_  
 County Administrator                      Date

 4/30/09  
 Virgil G. Hobbs III                      Date  
 Hartwell Project Operations Manager

The Sheriff of Oconee County has reviewed and agreed to the terms in this Scope of Work.

ADMINISTRATIVE INFORMATION

W912HN-09-P-0229, OCONEE COUNTY SC LAW ENFORCEMENT

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR LAW ENFORCEMENT SERVICE AT THE HARTWELL PROJECT IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK.

PERIOD OF SERVICE: 1 MAY 2009 THROUGH 30 SEPTEMBER 2009.

POINT OF CONTACT FOR AWARD  
NATHAN DINEHART, (706) 856-0309

VENDOR P.O.C.  
KATHLEEN TAYLOR, (864) 638-4118

TAX ID NO. 57-6000391

DUN & BRADSTREET NO. 04815883  
CAGE CODE - 4P9M5

NOTE 1: Contract No. W912HN-09-P-0229 must be annotated on your invoice.

NOTE 2: Final invoice shall be marked "FINAL."

NOTE 3: Department of Labor Wage Determination Number 2005-2479, dated 5/29/2009 is attached hereto and made a part hereof.

NOTE 4: The SIC Code for this action is 9221 and the NAICS code is 922120. There is no size standard requirement on this NAICS code.

NOTE 5: The taxpayer identification number may be used by the Government to collect and report on any delinquent amounts arising out of the contractor's relationship with the Government.

MAIL ALL INVOICES TO THE FOLLOWING:

U.S. Army Corps of Engineers  
Hartwell Project Office  
Attn: Nathan Dinehart  
5625 Anderson Highway  
Hartwell, GA 30643



## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA 96X31230000382417 2520618561007380 NA 96096  
 AMOUNT: \$13,442.18  
 CTR W33S10907875770601-515,442.18

## CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2008

## CLAUSES INCORPORATED BY FULL TEXT

52.0200-4115 WAGE RATES (CESAS-CT FEB 95)

U.S. Department of Labor Wage Decision No. 2005-2479 dated 5/29/08 shall be applicable to any contract resulting from this solicitation. These rates and benefits are the minimums to be paid employees hereunder.

52.264-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-3711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized

(iii) Company Physical Street Address, City, State, and Zip Code

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical)

(v) Company Telephone Number

(vi) Date the company was started

(vii) Number of employees at your location

(viii) Chief executive officer/key manager

(ix) Line of business (industry)

(x) Company Headquarters name and address (reporting relationship within your entity)

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timing and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ecr.gov> or by calling 1-888-227-2423, or 269-961-5359.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-30, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate 1 (Aug 2007) of 52.222-30 (22 U.S.C. 7104(g)).

(2) 52.211-1, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.222-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated are being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items. (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006) with Alternate 1 (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-15, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-752, Title VI, Chapter I (41 U.S.C. 251 note)).

- \_\_\_ (3) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(4)).
- \_\_\_ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 637 f).
- \_\_\_ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(3)).
- \_\_\_ (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- XX \_\_\_ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13426).
- XX \_\_\_ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (20) 52.223-26, Equal Opportunity (MAR 2007) (E.O. 13246).

XX (21) 52.223-25, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (22) 52.223-38, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (23) 52.223-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.223-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(26) 52.223-54, Employment Eligibility Verification (Jan 2009) (Executive Order 12989), (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until May 21, 2009.)

(26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(c)(3)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(29) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 7113 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) 52.226-4, Notice of Disaster or Emergency Area--Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 253(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 253(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2005) (31 U.S.C. 3332).

\_\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate 1 (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

XX \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of 5¢ Coin (SEP 2008) (51 U.S.C. 5112(g)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(f) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(7) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 1 year after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 1 year after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(f) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(g) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (g)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-282, Title VI, Chapter I (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$50,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 11201).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx (24)(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(7) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 57.259-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes datetime data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.armet.gov/far>

<http://arsite.hill.af.mil>

<http://www.dtic.mil/far>

(End of clause)





## Boards & Commissions

	Meeting Date to Appear	George Blanchard District I	Wayne McCall District II	Mario Suarez District III	Joel Thrift District IV	Reg Dexter District V	Delegation Office	Other
Aeronautics Commission	February 2012	Paul Mack	Den Budeleth	Thomas Luke	Wayne Rhoades	Fred Golden	Robert Edwards	
Anderson-Oronoco Behavioral Health Services Commission	May 2011	2011: Harold Alley, Wanda Long, Joan Black, Jere Dubois, Fred Hamilton, Billie Welsh, Robert Blassingame						
Arts & Historical Commission	March 2011	Rink Betha	Luther Lyle	Al Robinson	Burbara Walters	Henry Richardson	2011 - Jenny Bagwell & 2013 - Bess Clapak	At Large
Assessment Appeals, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
ATAX Committee	June 2008	<b>Not by District, by Industry</b>	<b>RESIGNED / OPEN Need Hospitally Seat</b>	2009: Geri McSwain	2010: Gerald Foster, Glen Abbot	2011: Joanne Blake, Barbara Laughter, Doyle Burton		
Building Codes Appeal Board	January 2011	Roger Mizb	Nival Workman	Sam Shaw	Vinson Smith	Farrest Fuller		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
Economic Development Commission	November 2010	Kim Alexander	Harold Gibson	Hank Field	Sam Dickson	Buddy C. Herring		
Emergency Services Commission	February 2009	Tom Stultz	Jess Novell	Nate Carter	Nick Williams	Ronnie Williams	Terms co-terminus w/ council members term	
Firemen's Insurance & Inspection Fund Board	August 2009	2008: Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Infrastructure Advisory Commission **	January 2010	County Council Chairman + Council Appoints Economic Development Director in Alexander, Planning Director Art Halbrooks and Administration/Dale Sorell. (FY) county attorney attended in an advisory role						
Keowee Fire Tax District Commission		All Members elected to 4-yr term in November General Election / 2 in 2008, 3 in 2010, etc.						
Library Board	March 2009	2013: R. Daniel Day, John Adams, Frank Manigault, Andy Gavin, Bill Kennedy, Vicki Miller, Paul Johnson, Carol Baumgartner Director Joanne no longer needs replacement						
Parks, Recreation & Tourism Commission	October 2010	Erin McKergow	Dwight Addis	Wayne Frady	James Spearman	John Carter	2010: Bettina George	
Planning Commission ON HOLD PENDING NEW ORDINANCE	June 2009	Andrea Heiter	Randy Abbott	RESIGNED / OPEN	Tommy Abbott	Ryan Honca	2009: Rex Ramsey / Howard Moore	
SC ACOG Board	January 2012	2012: Rob Winchester / Citizen Representative 2012: Reg Dexter / Council Representative						
Scenic Highway Committee		defined.						
Sewer Commission		Council will no longer appoint - Oronoco Joint Regional Sewer Authority (OJRSA)						
Water Board	N/A	Inactive Board w/ members - may appoint in future if needed						
Zoning Board of Appeals	January 2012	Gary Wetters	Sammy Lee	Gary Littlefield	Mike Willson	Eric Molin	Bery Nichols & Paul Reckert	At Large: 2012

\*\* Infrastructure Advisory Commission members serve until replaced

Council does not appoint this Board/Commission  
OPEN SEAT for this Board/Commission at current yr.  
PAST DUE APPOINTMENT for Sewer Commission

# OCONE COUNTY COUNCIL COMMISSION / BOARD CANDIDATE LISTING

	DISTRICT	PLANNING COMMISSION	EMERGENCY SERVICES COMMISSION	BOARD OF ZONING APPEALS	BUILDING CODES APPEAL BOARD	ATAX COMMISSION	LIBRARY BOARD	INFRASTRUCTURE ADVISORY COMMISSION	ECONOMIC DEVELOPMENT COMMISSION	PRT COMMISSION	ARTS & HISTORICAL COMMISSION	AT LARGE If Applicable
Charles Wilbanks	2	YES		YES	YES					YES	YES	YES
Phil Soper	1	YES		YES		n/a					YES	YES
Billie Grimes	n/a					YES						
Rodney Franks	5		YES / n/a									
William Gilster	3	YES						YES	YES	YES		
Steve MacLeod	1			YES								
Linda Lovely	1	YES			YES							
Charles Smith	2	YES			YES							YES
Gregory Amsden	3	YES										
Randy Abbott	1	YES										YES
William Graham	2	YES										YES
Richard "Dick" Hughes	5	YES										YES
John Lyle	1	YES										YES
Gary Littlefield	3	YES										YES
Howard Moore	2	YES										YES
Donald Owen	2	YES										YES
Doug Roth	3	YES										YES
Rex Ramsey	1	YES										YES
Ken Dunn	2	YES										YES
P. Ellis Hughes	1						YES					
Larry Linsin	3	YES										YES
Susan Watson	2	YES										YES

HOLD  
TO JUNE  
2009

Denotes Board (Commission w/ Open Seat

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 19, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Third Quarter Financial Report

**BACKGROUND OR HISTORY:**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

PROJECTIONS FOR THE REMAINING FISCAL YEAR ARE ROUGH ESTIMATES ONLY

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly:

**STAFF RECOMMENDATION:**

No action - information only.

**FINANCIAL IMPACT:**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney



\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

  
\_\_\_\_\_ Department Head/Elected Official

\_\_\_\_\_ Dale Surret, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

MEMORANDUM

May 7, 2009

To: Oconee County Council

From: Kendra Brown, CPA, CGFC  
Assistant County Administrator for Administrative Service and Finance

RE: Third Quarter Fiscal Year 2008-2009 Financial Report

Attached is the Third Quarter Schedule of Revenues, Expenditures and Changes in Fund Balance as of March 31, 2009. This schedule shows year to date actual amounts and estimates for the remaining fiscal year. **Year end amounts are subject to adjustments and other accounting allocations. Projections are rough estimates only.**

Revenues year to date	\$ 36,103,161
Expenditures year to date	(25,845,695)
Budgeted transfer to Capital Improvement Plan	(606,000)
Budgeted transfer from Rock Quarry	790,947
Projected revenues to be collected	2,620,000
Projected expenditures remaining	(12,000,000)
Projected Increase (Decrease) Fund Balance	<u>\$ 1,060,413</u>
Budgeted Increase (Decrease) Fund Balance	<u>\$ (1,104,648)</u>

Notes/Highlights

**Projection above does not include any year-end adjustments, corrections or reclassifications.**

Oconee County, South Carolina

General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance-Summary  
 Year to Date Totals as of March 31, 2009

	Original Budget	YTD Actual	Variance / Remaining Budget	%
				Remaining
<b>REVENUES</b>				
Taxes	36,056,157	29,203,888	6,852,171	9%
Licenses, Permits and Fees	3,336,122	1,977,712	1,358,410	41%
Intergovernmental	4,192,083	2,720,344	1,471,749	35%
Fines and forfeitures	570,000	385,214	174,780	31%
County airport	566,970	343,862	217,788	39%
Parks & Recreation	300,000	151,470	148,530	50%
Miscellaneous and other	728,266	701,031	27,267	4%
Franchise Fees	72,000	54,543	17,457	24%
Interest Income	450,000	549,879	-99,879	-22%
<b>Total Revenues</b>	<b>48,271,340</b>	<b>36,103,161</b>	<b>11,168,179</b>	<b>10%</b>
<b>EXPENDITURES</b>				
Administration	1,454,940	698,312	756,628	52%
Airport	806,708	252,982	553,726	69%
Community Services	2,577,776	1,745,440	832,336	32%
Direct Aid	835,745	800,029	35,716	4%
General Government	4,732,326	3,015,892	1,716,434	38%
Judicial Services	2,779,610	2,017,879	761,731	27%
Public Safety	13,250,330	8,318,424	4,931,906	32%
Public Works	12,693,853	8,527,371	4,166,482	48%
State Services	671,615	547,644	123,971	18%
Taxation	2,765,933	1,821,721	884,212	31%
<b>Total Expenditures</b>	<b>41,558,936</b>	<b>25,848,694</b>	<b>15,710,242</b>	<b>38%</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>[1,287,596]</b>	<b>10,254,467</b>	<b>[11,542,033]</b>	
<b>Other financing sources (uses)</b>				
Intergovernmental transfer in	730,947	0	730,947	
Intergovernmental transfer out	(608,000)	0	(608,000)	
<b>Total other financing sources</b>	<b>162,947</b>	<b>0</b>	<b>162,947</b>	
<b>Increase (Decrease) in Fund Balance</b>	<b>(1,124,649)</b>	<b>10,254,467</b>	<b>[11,379,116]</b>	

Oconee County, South Carolina

General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail  
 Year to Date Totals as of December 31, 2008

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
<b>REVENUES</b>				
Taxes	30,058,157	29,203,698	852,171	3%
Licenses, Permits and Fees	3,336,122	1,977,712	1,358,410	41%
Intergovernmental	4,182,993	2,720,364	1,471,749	35%
Fines and forfeitures	570,000	395,214	174,786	31%
County Airport	566,670	348,882	217,788	38%
Parks & Recreation	300,000	151,470	148,530	50%
Miscellaneous and other	728,296	701,001	27,267	4%
Franchise Fees	72,000	54,543	17,457	24%
Interest Income	450,000	549,679	99,679	22%
<b>Total Revenues</b>	<b>40,271,340</b>	<b>36,103,161</b>	<b>4,168,179</b>	<b>10.4%</b>
<b>EXPENDITURES</b>				
<b>Administration:</b>				
Administrator	201,250	130,515	70,753	35%
County Council	538,565	309,264	229,301	43%
Economic Development	715,109	259,532	455,574	54%
	1,454,940	698,312	756,628	52%
<b>Airport</b>	<b>606,708</b>	<b>252,082</b>	<b>353,726</b>	<b>68%</b>
<b>Community Services:</b>				
Library	1,258,881	907,362	351,619	28%
Parks	1,318,796	858,076	460,717	38%
	2,577,778	1,745,440	832,336	32%
<b>Direct Aid</b>	<b>635,745</b>	<b>600,029</b>	<b>35,716</b>	<b>4%</b>
<b>General Government:</b>				
Building Codes	623,033	396,022	227,013	36%
Charity Medical	115,000	97,500	17,500	15%
Finance	620,160	454,080	166,079	27%
Human Resources	1,343,418	720,782	622,634	46%
Information Technology	1,051,055	259,480	792,575	74%
Non-Departmental	562,915	754,946	-192,031	54%
Planning	196,846	189,206	7,638	6%
Procurement	217,699	137,584	80,215	17%
	4,732,326	3,015,692	1,716,634	36%
<b>Judicial Services:</b>				
Clerk of Court	702,094	500,270	201,824	29%
Magistrates	616,724	448,225	170,499	38%
Probate Court	375,843	288,161	110,462	29%
Probation, Parole & Pardon	0	0	0	0%
Public Defender	150,000	153,000	0	0%
Register of Deeds	465,776	318,187	149,589	32%

Oconee County, South Carolina

General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail  
Year to Date Totals as of December 31, 2008

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
Solicitor	494,173	335,005	129,167	28%
	2,778,610	2,017,879	760,731	27%
<b>Public Safety:</b>				
Animal Control	416,649	257,662	158,987	38%
Communications	1,360,259	938,068	422,191	33%
Coroner	142,871	96,816	45,755	32%
Detention Center	2,472,864	1,572,433	900,531	36%
Emergency Services	2,121,251	1,459,159	662,112	31%
Sheriff	5,736,635	4,024,306	1,712,330	30%
	12,250,330	8,318,424	3,931,906	32%
<b>Public Works:</b>				
Engineering Services	60,000	600	59,400	99%
Facility Maintenance	1,450,577	650,910	599,787	41%
Roads	5,135,268	1,976,653	3,158,615	52%
Soil & water Conservation	50,207	33,568	16,649	33%
Solid Waste	3,484,999	2,275,821	1,218,178	34%
Vehicle Maintenance	2,502,804	1,398,830	1,113,974	45%
	12,683,855	6,527,371	6,156,582	49%
<b>State Services:</b>				
Charity Medical Indigent	170,000	167,119	2,882	2%
Cooperative Extension	8,750	8,750	0	0%
DSS/DHHS	13,410	7,067	5,943	41%
Health Department	62,160	50,934	11,215	18%
Legislative Delegation	61,498	55,492	23,006	28%
Registrations & Elections	156,768	128,193	28,575	16%
Veteran's Affairs	179,039	126,493	52,546	29%
	671,615	547,844	123,771	18%
<b>Taxation:</b>				
Assessor	1,362,403	936,008	426,475	31%
Auditor	378,169	260,717	118,052	31%
Board of Assessment Appeals	12,920	10,573	2,347	18%
Computer Tax Center	182,892	138,745	44,137	24%
Delinquent Tax Collector	467,831	280,118	147,815	36%
Treasurer	411,548	316,161	95,387	23%
	2,755,833	1,921,721	834,212	30%
<b>Total Expenditures</b>	<b>41,360,936</b>	<b>25,845,694</b>	<b>15,713,242</b>	<b>36%</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>(1,287,696)</b>	<b>10,267,467</b>	<b>(11,545,063)</b>	
<b>Other financing sources (uses)</b>				
Interfund transfer in	790,947	0	790,947	
Interfund transfer out	(608,000)	0	(608,000)	
<b>Total other financing sources</b>	<b>182,947</b>	<b>0</b>	<b>182,947</b>	
<b>Increase (Decrease) in Fund Balance</b>	<b>(1,104,649)</b>	<b>10,267,467</b>	<b>(11,362,116)</b>	



## *Rosa Clark Medical Clinic Association, Inc.*

2311 South Oak Street Seneca, SC 29678  
864-882-4664 FAX 864-882-4479

### *Board of Directors*

*Ken Nix, President*  
*Archie Barron, Vice-President*  
*Jerry Crabtree, Treasurer*  
*Maeve Binder, Secretary*  
*Joe Dalton*  
*Eula Pate, M.D.*  
*Joe James, M.D.*  
*Bob Hall*  
*Barbara Logan, Ph.D.*

### *Volunteer Physicians*

*James Pruitt, Medical Director*  
*Frank Axson, M.D.*  
*James Hanahan, M.D.*  
*John Roper, M.D.*  
*Ed Evans, M.D.*  
*John Miller, M.D.*  
*Carl Jones, M.D.*  
*James Cochran, M.D.*

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April 23, 2009

Members of Oconee County Council  
415 S. Pine Street  
Walhalla, SC 29681

Dear Members,

The Board of Directors of the Rosa Clark Medical Clinic realizes that in this economic time an increase in funding to the Clinic is not possible. We do appreciate your funding us \$80,000.00, which is the same amount that we have received for the past 4 years.

This will allow us to continue to provide much needed help to those in our county who have fallen on hard times and desperately need this life-sustaining service.

Members of our Board and Administration will be available at the Dept. 401 meeting to answer any questions that you might have.

Sincerely,

Jerry Crabtree, Treasurer





## *Rosa Clark Medical Clinic Association, Inc.*

210 South Oak Street, Seneca, SC 29678  
864-882-4664 FAX 864-882-4478

### *Board of Directors:*

Ken Nix, President  
Archie Barron, Vice-President  
Jerry Crabtree, Treasurer  
Maeye Binder, Secretary  
Joe Dalton  
Eula Pate, M.D.  
Joe James, M.D.  
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Ed Evans, M.D.  
John Miller, M.D.  
Carl Jones, M.D.  
James Cochran, M.D.

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May 1, 2009

Beth Hulse, Interim Administrator  
415 Pine St.  
Walhalla, SC

Dear Ms. Hulse,

Please distribute the attached letter to the Clerk and to Members of the Oconee County Council.

Thank you so much!

Jerry Crabtree, Treasurer